

1893-024
Lee Co.

Chancery Causes: Joseph H. Ewing vs. A. C. McNeil wife &c

Overton, Beaty, Coffin, Rose, Thomas, Campbell, Cox, Nave,
Whitehead, Milbourn, Kincaid, Long, Echols, Davis, Traup,
Spratt, Love, Rice, Gibson, Wood, Merriman, Havelly, Young,
Yary, Thompson, Beaty, Wheeler, Kinser, Shupe, Ely, Smith,
Ayers, Givens, Hamblin, Winter, Morgan

3 Plats

CA - Estate Dispute
T - Property

-Correspondence

To the Hon. H. S. K. Morison Judge of the Circuit
Court of Lee County Virginia;

Humbly complaining your Orator Joseph H. Ewing
would respectfully represent, that his half brother
one Alexander Ewing lately departed this life intestate
in the said county of Lee, and at the time of his death
was the owner of Valuable real and personal estate situated
in the said county of Lee;

Your Orator states that the said Alexander Ewing was
an unmarried man, had always lived the life of a Bachelor
had no lineal issue, and that his brothers and sisters, and
his half brothers and sisters and their descendants are
his heirs at law to whom his property, real and personal descends.

Your Orator states, that said Alexander Ewing was a
son of One William Ewing who died in this county many
years ago leaving 12 children his heirs at law.

Your Orator states that said William Ewing was twice
married during his life, and there were born to him of the
first marriage four children, to wit, Stephen S. Ewing,
Lettitia Ewing², Sarah Ewing³, and the said Alexander Ewing⁴.
And of the second marriage there were born to him eight children
to wit Minerva Ewing, Belina Ewing², Robert S. Ewing³, Bathsheba
Ewing⁴, Eliza Ewing, Rhoda Ewing, Caroline Ewing, and your Orator
Joseph H. Ewing⁵;

Your Orator states that said Stephen S. Ewing Lettitia Ewing
and Sarah Ewing being full brother and sisters to the said
Alexander Ewing, their descendants will be entitled under
the statute of descents, to double portions of his real & personal
estate, while his eight half brothers and sisters and their
descendants, will be entitled to single portions, or only one
half as much, as those of the full blood;

Your Orator states that the said Stephen S. Ewing left this

1 state many years ago, and settled in the state of Alabama
2 where he died leaving 11 children his heirs at law, to wit
3 Alexander Ewing¹, Mary Ewing², Susan Ewing³, James Ewing⁴,
4 Charles Ewing⁵, Sarah Ewing⁶, Thomas Ewing⁷, Wm. Ewing⁸, George
5 Ewing⁹, Stephen Ewing¹⁰ & John Ewing¹¹;

6 The said Alexander Ewing son of said Stephen S. died leaving
7 4 children his heirs at law to wit, Sarah E. Ewing who intermarried
8 with a man by the name of Sarg. Mollie Ewing who
9 intermarried with a man by the name of Echols, Alice
10 Ewing who married a man by the name of Davis and
11 Stephen W. Ewing; The said Mollie Echols also died leaving one
12 child his heir at law to wit Alexander E. Echols;

13 The said Mary a daughter of said Stephen S. Ewing married
14 a man by the name of Walter Troup and after giving birth to
15 five children died leaving said 5 children his heirs at law
16 whose names are unknown, and it is not known whether they
17 are adults or infants. After the death of said Mary Troup her
18 said husband Walter Troup intermarried with the said Susan
19 Ewing a daughter of said Stephen S. Ewing;

20 The said James, son of said Stephen S. Ewing died leaving two children
21 his heirs at law to wit, Adrian now the wife of Spratt,
22 and Jennie, now the wife of Love;

23 The said Charles Ewing son of said Stephen S. died leaving one
24 child his heir at law to wit D. Charles Ewing;

25 The said Sarah Ewing Daughter of said Stephen S. Ewing married
26 a man by the name of Rice;

27 The said Thomas Ewing Wm. Ewing George Ewing, Stephen
28 Ewing and John Ewing sons of said Stephen S. Ewing are still living.

29 The said Letticia Ewing a full sister to the said Alexander Ewing
30 died intermarried with one Robert Beatty both of whom are
31 now dead, but they left the following children their heirs at law
32 to wit Elizabeth Beatty now the wife of John G. Wood; Catherine

1 E, Meriman widow of Wm Meriman died. John A. Beatty
2 Mary Havelly widow of N. B. Havelly died. Harriett
3 the wife of Hiram J. Seary. Margaret. now the wife
4 of John Thompson, and Belina Beatty, who intermarried
5 with Thomas S. Gibson and after giving birth to 5 children
6 her heirs, died leaving said five children her heirs at law
7 to wit, Hugh Gibson, Amelia Gibson, Mass Gibson, Burgoine
8 Gibson, and Gibson, the last four of whom are minors
9 under 21 years of age.

3 10 The said Sarah E. Ewing a full sister to the said Alexander
11 Ewing died intermarried with one William Carter, and
12 after giving birth to one child died leaving said child
13 whose name was Sarah E. Carter her only heir at law
14 this Sarah E. Carter intermarried with a man by the name
15 of Coffin:

16 Sam Orator states, that the children and grand children of the
17 said Stephen S. Ewing died ~~intermarried~~ are entitled to two fourteenths
18 of the estate of said Alexander Ewing died, that the children
19 and grand children of the said Leticia Beatty died are
20 entitled to the like interest in said estate and that Sarah
21 E. Coffin is entitled to two fourteenths of said estate.

1 22 Sam Orator now states with reference to those of the half blood
23 that the said Minerva Ewing intermarried with one William S.
24 Thomas both of whom are now dead, but they left 5 children
25 their heirs at law to wit, Virginia J. now the wife of Judge James
26 G. Rose, Ewing Thomas, Isaac T. Thomas, James Thomas, and
27 Sarah, now the wife of one Edward Campbell, and these 5 are
28 entitled to $\frac{1}{14}$ of said estate.

2 29 That said Belina Ewing intermarried with one George H. Cox
30 after giving birth to three children died leaving them her heirs at
31 law and their names are as follows to wit Sarah Cox, Alexander
32 Cox and James Cox & these are entitled to $\frac{1}{14}$ of said estate.

3 The said Robert S Ewing also died, leaving five children
his heirs at law to wit Charles H Ewing John Ewing
Lettitia who married a man by the name of Nave
Ellen, now the wife of A S Whittemud and Bathsheba
now the wife of William Milburne ^{of said estate} ~~then are entitled to 1/4~~

4 Bathsheba Ewing is remarried with one B F Kinsaid
and both of them are now dead. They left 5 children
their heirs at law to wit Chas H. Kinsaid, B F Kinsaid
John Kinsaid Mary, now the wife of James Wheeler
and Elizabeth now the wife of Timothy Thomas, and these
five heirs are entitled to 1/4 of said estate.

5 The said Eliza Orator wife of James Orator, the said
Rhoda Mc Neal wife of A L Mc Neal, Caroline Gibson
wife of J S Gibson, and Jane Orator are each entitled
to one fourteenth of said estate.

6 Your Orator states that Charles H Ewing and Letitia
Nave children of the said R S Ewing dead, have not
been heard from for more than seven years last past
and it is believed by their relatives that they have for
years been dead and your Orator charges that under
the facts of the case they are dead in law, and that
the other three brothers & sisters are entitled to the ^{said} R S Ewing's
share of the said estate.

7 Your Orator now states that the said Alexander Ewing
at the time of his death was the owner in fee of
about 660 acres of land lying in Jackson County Va
on both sides of Trading creek about 7 miles west of
Geneseo, and the same is made up of four separate
tracts, one of which is known as the Home tract and is
supposed to contain about 300 or 320 acres, a second is
known as the Cedar Entry and is estimated to contain
about 190 or 200 acres, the third is known as the Davis

tract and is supposed to contain 130 or 140 acres, and
the fourth is called the Smiths tract and contains some
13 or 14 acres. The first two lie along the side of each
other, and is on the south side of said creek, and the
last two lie on the north side thereof and are somewhat
disconnected with the other two tracts:

Your Orator now states that these lands at the
death of said Alexander Ewing, descended and passed
to his brothers and sisters, and half brothers and sisters, and
their descendants before named, in the proportions as
herein stated;

Your Orator states that the said Davis tract, and the
said Smiths tract, are so small and disconnected with
the first two, and the interested parties so numerous that
to partition them would be to destroy their salable value.

Your Orator therefore alleges that the interest of all parties
will be promoted by a sale thereof, and so far as your
Orator has been able to learn, all parties interested therein
desire that said two tracts be sold and the proceeds thereof
distributed according to the rights or interest of the parties.

Your Orator further states that while the Home tract
and the Cedar entry are large taken together, and lie
very well, and are convenient for partition, yet as
the heirs interested therein are very numerous, and
widely scattered, and a large majority of them living
outside of the state, and permanently located where they
are that the interest of all parties will be promoted
and best subserved by a sale of these two tracts also, and
your Orator avers that a large majority of the interested
parties, desire the entire lands to be sold and the proceeds divided.

Your Orator states that A. B. McNeil wife J. S. Gibson wife
and B. F. Kencaid own land adjoining ^{to or near} these, and ^{it} is probable

1 that they may desire that their interest in the home and border
2 tract be laid off and assigned them adjoining their other lands
3 and should this be done, then your Orator alleges that
4 the interest of all others will promoted by a sale of $1/4$ of
5 the said home farm and border entry, and the entire Davis
6 and Scuthers tracts.

7 Your Orator states that James Overton Eliza Overton John A.
8 Beatty, Coffin, Sarah E Coffin, James F Rose, ~~Virginia~~ Rose,
9 Ewing Thomas, Isaac T Thomas, James Thomas, Edward Campbell
10 Sarah Campbell, Sarah Cox, Alexander Cox, James Cox, Charles St.
11 Ewing, John Ewing — have Settled in Nove. Ad. Whithead
12 Ellen Whithead, Wm Melbourn, Bathsheba Melbourn, John Kincaid
13 Timothy Thomas, Elizabeth Thomas. — Lang, Sarah E Lang, Alexander
14 E. Echols, Stephen W. Ewing, — Davis, Alice E Davis, The un-
15 known heirs at law of Mary Troup dead, Walter Troup, Susan
16 Troup, — Spratt, Adrian Spratt. — Love Junie Love
17 Charles Ewing, — Rice, Sally Rice, Thomas Ewing Wm Ewing
18 George Ewing Stephen Ewing and John Ewing are all now residents
19 of the state of Virginia.

20 Under the facts of this case Your Orator is advised
21 that he is entitled to have said real estate sold in a body
22 together and the proceeds divided among the parties, or if not
23 so sold to have the same partitioned among the parties
24 according to their rights. And after allowing to said McKel
25 and wife and Gilson wife and B.F. Kincaid their due and
26 just portion of said ^{real} estate to have the residue sold and
27 to attain these ends is the object of this bill.

28 The premises considered your Orator prays that said
29 Lang and Sarah E Lang his wife, Davis, and Alice E.
30 Davis his wife Alexander E. Echols, Steph W. Ewing The unknown
31 heirs at law of Mary Troup dead, Walter Troup and Susan
32 Troup his wife, — Spratt and Adrian Spratt his wife,

1 Love and Jennie Love his wife, Charles Ewing only son of Charles
2 Ewing dead, — Rice and Sally Rice his wife, Thomas Ewing
3 William Ewing George Ewing Stephen Ewing John Ewing;
4 John G. Wood and Siggie Wood his wife, Catharine E. Meriman
5 Mary Havelly, John A. Beatty, Hiram J. Henry and Anne his wife
6 Henry his wife, John Thompson and Margaret Thompson his wife,
7 Hugh Gibson, Amelia Gibson, Mabel Gibson Benjamin Gibson
8 Gibson; Coffin, and Sarah E. Coffin his wife;
9 James G. Rose and Virginia J. Rose his wife, Edward Campbell
10 Sarah Campbell his wife, Ewing Thomas, Isaac T. Thomas, James
11 Thomas; Sarah Cox, Alexander Cox, James Cox; Charles H
12 Ewing, John Ewing, Nave and Lillian Nave his wife
13 A. S. Whithead Ellen Whithead his wife, William McBarrow
14 Bathsheba McBarrow, his wife; B. F. Kincaid & H. Kincaid
15 John Kincaid, James Wheeler Mary Wheeler his wife Timothy
16 Thomas and Elizabeth Thomas his wife, James Overton Eliza
17 Overton his wife, Alexander C. McNeil and Rhoda McNeil his
18 wife, and J. S. Gibson and Caroline Gibson his wife Be Weda
19 dependents to this bill and be required to answer the same
20 fully on Oath, that an order of publication be entered posted
21 and published against the non resident defendants before named
22 that a guardian ad litem be appointed for said infants
23 to defend their interest in this cause, and upon a
24 hearing of the cause, that the whole of said real estate
25 be decreed to be sold, but if it should be deemed best
26 under all the facts of the case, then to partition the same tract
27 and cedar entry, and assign to those desiring it their due
28 proportion thereof and decree the residue to be sold along
29 with the Davis and Brothers tracts, And if in any wise
30 mistaken in this his Special prayer then your Orator prays
31 for all general relief May the commonwealth writ of Spe
32 issue directed &c.

Henry J. Morgan for Plaintiff

To the Hon H.S.K. Merison Judge of the Circuit
Court of Lee County Virginia;

Your Orator Joseph H. Ewing humbly complaining
would respectfully represent that during the summer
of 1889 he filed his original bill in this Honorable court against
A.B. McKil wife, and the other heirs at law of the late Alexander
Ewing decd. the object of which was and is to obtain a
decree of your Honor for a Sale of the real estate in said
bill mentioned and described, and if that should not be
deemed advisable, then for a Sale of a part thereof, and
a partition of the residue among the parties entitled thereto,
and to that bill he made all of said heirs save himself defendants
thereto.

Your Orator not waiving or changing any of the statements
contained in said original bill, but inserting therein, He
by the direction of your Honor entered of record at the last
term and by way of Amendment to his said original bill
Now states that one Helen S. Wood of Lee County, Va. now claims
to be interested in the subject matter of said suit and
by her Petition filed in this cause she claims to be the owner
of a part of one of the tracts of land in said bill mentioned.
And without admitting the validity of her said claim but expressly
denying that she has any right title or colour of claim to any
part of said real estate Your Orator in obedience to the
order entered in said cause at the last term now makes
the said Helen S. Wood a defendant to said original, and this
amended bill and he also makes the defendants to said original
bill likewise defendants to this amendment. And he here
reiterates the prayer of his said original bill May the
Commonwealth writ of Spem issue directed to

Henry J. Morgan P2

Joseph H Ewing

as Amended Bill

A. C. McNeil & wife & others
1890, 1st March Rules
Amended Bill filed
Spa Exd to D. W. S.
" 2nd Mr. Rules D. W.
Confirmed

To the honorable W. S. K. Merison Judge of
the Circuit Court of Lee County Virginia.

The petition of Helen S Wood, a citizen &c. respectfully represents that on the 29th day of April 1889, one Joseph A Ewing instituted his suit in Chancery in your honor's Court, the object of which ^{among other things} is to have the lands sinned by Alexander Ewing deceased, partitioned among his heirs. The bill of the said plaintiff sets forth the several tracts sought to be partitioned, and among said tracts is the home tract containing 300 or 320 acres. Your petitioner will now shew ^{unto} your honor that about the year 1856 the said Alexander Ewing gave to your petitioner a portion of said tract of land, on the east end thereof, and placed her in possession, and she built a dwelling house on said land and cleared ^{a portion thereof} ~~the land~~ and made other permanent improvements thereon, and your petitioner has lived on, used and occupied the said land from that time until the present, holding & occupying the same openly, ^{continuously} notoriously and adversely to the said Alexander Ewing and all others, the said Alexander Ewing recognizing the said land as your petitioner's, and she is now in the possession thereof. The parcel of said ^{tract} ~~land~~ thus given your petitioner by

said Ewing at that time, and at other times since the said year of 1856, and prior to the year 1875, contains about 100 acres.

Your petitioner therefore prays that the said plaintiff be required to amend his bill and make your petitioner a party thereto, and that she be permitted to answer said bill and set up her rights in the premises, and for all further & general relief. And your petitioner will ever pray &c.

Pridemore and Richmond & Orr.
for Petitioner.

Virginia, Lee county, to wit.

This day Helen S Wood personally appeared before me and made oath that the facts stated in the foregoing petition are true so far as they depend on her own knowledge, and so far as stated upon information derived from others she believes them to be true. Given under my hand: this Sept 3rd. 1889.

John B. West, Notary Public
for Lee Co. Va

Helen S Wood

vs ³ Petition

Jas H Ewing & others

Filed in open court
by leave thereof

Sept 4th 1889

Jas H Wyatt

To the Hon. H. S. K. Merison Judge of the Circuit
Court of Lee County Virginia

The answer of John M. Morgan guardian ad
litem for Amelin Gibson, Moss Gibson, Benjamin Gibson
and Gibson infant children of Belina Gibson
deed to a Bill filed in this Honorable court against
them and others. By Joseph H. Ewing

Respondent says that his said wards are young and
of tender years, and being infants are the peculiar
wards of courts of equity, their interests therefore in this
suit is respectfully committed to your Honor care and
superintendence

Your Orator knows nothing personally of the matters
and things set out by the Plff. in his bill nor has his
said wards or others informed him of any thing which
he could or ought to allege in delay of the Plaintiffs
right to have the land in the bill mentioned sold or
partitioned, or partly sold and partly partitioned; as to
the court may ^{deem} right in the premises

Respondent says on behalf of his said wards that he
is not prepared to express any opinion as to the propriety
of the sale asked for, nor is he prepared to say or express
any opinion as to the partition asked for.

Respondent leaving now uncovered as fully as deemed
material prays that his said wards be hence discharged
with their costs.

Amelia Gibsonally Guardian

at. } Answer

Joseph H. Ewing

Filed 1st Aug. Rules 1887

John C. Hyatt C

To the honorable J. S. K. Morrison Judge of
the Circuit Court of Lee County Virginia.

The answer of Helen S. Wood to a bill ^{and amended bill} filed in
this honorable Court against her and others.

^{by Joseph A. Ewing.}
Respondent supposes that the real estate owned
by Alexander Ewing deceased at the time of
his death is correctly set forth in plaintiffs bill,
subject however to the claim of this respondent,
and that the heirs of said decedent are, so far
as she knows, correctly named in said bill.
Respondent further states that, as set forth in her
petition filed in this cause Sept 4th 1887, the
said Alexander Ewing in about the year
1856, gave to this respondent a portion of his
home tract of land, on the east end thereof,
and placed her in possession thereof; that
respondent built a dwelling house on said
portion given her as aforesaid, and cleared
a portion of said land, and made other per-
manent improvements on said land, and
your respondent has lived on said land,
used and occupied the same as her own,
from that time until the death of said de-
cedent, and up to the present time, holding and
occupying the same openly, continuously,
notoriously and adversely to said Alexander
Ewing and all others, the said Alexander
Ewing recognizing the said land as your
respondents. The parcel of said home tract

of land thus given to respondent by said Alexander Ewing deceased, at the time aforesaid, and which was added to or increased by said decedent after that time and prior to the year 1875. Contains in all about 100 acres. Your respondent therefore prays that said portion of said tract of land given her as aforesaid, be not partitioned among the heirs of said Alexander Ewing deceased, or sold and partitioned ^{among said heirs} as prayed for by the plaintiff in his said bill and amended bill, but that the same be laid off and assigned to respondent and she quieted in the possession thereof. And, if necessary, that this her answer be taken and treated as a cross bill in this cause. And now having fully answered she prays to be hence dismissed with her costs &c.

Pridemore and Richmond & Orr,
for Deft.

Virginia, Lee County, to wit.

This day Helen S Wood personally appeared before me and made oath that the foregoing answer is true so far as the facts therein stated depend upon her own knowledge, and so far as they depend upon information derived from others she believes

them to be true. Given under my
hand this April 2nd 1890.

J. A. Styatt ©

Helen S Wood

advs } Answer

23 Joseph H. Ewing

Filed in open court
by leave thereof on
the 2^d April 1890.

J. A. G. Hyatt ©

1 Joseph H. Ewing } Poff
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3 A. B. McKel wife & others } In Chancery
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This cause came on this day to be finally heard on the papers formerly read therein together with the Mandate of the Supreme Court of Appeals ^{of Virginia} pronounced on the 25th day of July 1893 in an appeal taken from a decree of this court, pronounced in this cause, on the 10th day of December 1890 by Helen S. Hood a defendant in this cause as appellant, and Joseph H. Ewing, ^{the plaintiff in this cause as} appellee, a copy of which Mandate has been entered of record in this court, and filed among the papers of this cause. The report of the commissioners S. H. Baranecal O. H. Ward Luther Sloop Alexander Litten and Putnam Kinser ^{and exhibit thereunto} who were appointed such by said Decree of the 10th of Decr. 1890 to partition the lands in the bill mentioned among the parties interested dated January 3 1891 and filed in this cause March the 11th 1891. The writ of possession awarded the Poff by the said Decree of the 10th of Decr. 1890, and the shuffe return thereon endorsed, and filed among the papers of the cause, and was argued by counsel, and the said report of partition being accepted to, on consideration of all which it is adjudged ordered and decreed that all said proceedings be affirmed and confirmed and pursuant to said report and plat of partition, it is adjudged ordered and decreed that B. F. Kincaid take and hold, in right of his several purchases made at the time of said partition free from the claim of the other parties. Lots No. 3, 4, 15, 5 & 16 as shown on the plat which accompanies said report and according to the meter and bounds set out in said report, That the

1 five heirs at law of Miriama Thomas dead, so take and hold
2 lots No 6 + 17, that Eliza Overton wife of James Overton so take
3 and hold lots No 7 + 18, that the three heirs at law of Belina Boy
4 dead, so take and hold lots No 8 + 19, that Sarah E. Boffman so
5 take and hold lots No 9, 10, 20, + 21 that the heirs of Stephen Ewing
6 dead, lineal and collateral so take and hold lots No 11, 12, 22 + 23.
7 that Joseph H. Ewing so take and hold lots No 13 + 2. + that Rhoda
8 McNeil wife of A.B. McNeil so take and hold lots No 1 + 14
9 and that each party pay the costs of partition in proportion
10 to their interest in the subject matter partitioned, and the
11 clerk of this will deliver to the clerk of the County Court
12 for recordation copies of the decree of Dec 10 1890 said report
13 and plat, and this decree. And it is further adjudged
14 ordered and decreed that the plaintiff for the benefit
15 of himself and the other heirs at law of Alexander Ewing
16 dead recover of the defendant Helen S. Wood the cost
17 occasioned by her defence made in this cause includ-
18 ing an attorneys fee, and it having been suggested
19 that B.F. Kincaid had become the purchaser of all of
20 the said lands and lots, except the two assigned the
21 said Rhoda McNeil, it is hereby expressly provided that
22 this confirmation of said partition is not in any way
23 to impair or affect said supposed purchases by the said
24 B.F. Kincaid, ^{or any dead or dead of conveyances which he may have} and no further action being necessary in
25 the cause the parties are hereby dismissed and the
26 cause stricken from the docket.

for the same

Joseph H Ewing

vs } Deere final

Attest
A. B. McNeil

Entered Ch 013 / 5467.
Nov 17th 1893.

Recorded Deed Book
No 29 Page 499

J. V. J. Richardson
CC

Enter this
Nov 17th 1893

H. S. M.
1

Joseph H Ewing

vs.

A. C. McNeil wife + al

Peff

Defts

See Why

This cause came on further to be heard this day, on the
the papers heretofore read therein and the report of Special
Cmt. H. J. Morgan filed therein during the present Term, showing
that he had executed the deed of conveyance as directed by a
former decree in the cause, and was argued by counsel, and
the said report and deed being unexcepted to. On consideration
of all which It is adjudged ordered and decreed that said
report and deed be confirmed and the clerk of this will
deliver to the clerk of the county court said deed for recordation
and the cause is continued

Joseph H Ewing

or { Susan

A.B. McNeil wife & sub

Entered Chgo B.

346 - Sept. 3rd 1891

J. H. Boyatt C

Enter this

Sept 3 1891

H. L. K. Mc

Joseph H Ewing

Plff

In Chy.

vs.

A. C. McNeil & Co

Defts

This cause came on again to be further heard on the papers formerly read therein, and a report made by J. H. Ewing the Plff. dated and filed therein July 22 1891. Showing that he as the agent for the numerous heirs of Stephen Ewing decd. had bargained and sold to Harrison E. Edels and Peter F. Blum the divided or undivided interest of said Stephen Ewing's heirs in all the real estate of Alexander Ewing decd. not heretofore sold in this cause for \$1600, subject to the conditions stated in said report, and praying that said sale so made by him be ratified and confirmed, and was agreed by counsel. On consideration whereof. It is adjudged ordered and decreed, that said sale be and the same is hereby ratified and confirmed, and Henry J. Morgan is appointed a commissioner for the purpose, and he is directed to convey with covenants of Special Warranty to Harrison E. Edels and Peter F. Blum the interest of the heirs of Stephen Ewing decd. whether divided or undivided in the real estate of Alexander Ewing decd. reserving therein the Vendor's Lien for the unpaid purchase ^{Money} and he will make said conveyance subject to the conditions set out in said report, and he will report his action to the court, and the cause is continued until the coming in thereof.

Joseph St. Ewing

25 } Deane

A. C. McNeil & Co

Entered May 1893
Page 340. Sept. 2, 1891.
J. A. K. M.

Enter this
Sept 2nd 1891
J. A. K. M.

Joseph H. Ewing

Plff

vs.

} In Chy

A B McNeil wife & al Defts

This cause came on further to be heard on the Papers heretofore filed in the cause, and the report of Special Const H J Morgan filed in the cause at the present term of the court showing the execution of the two deeds directed to be executed by a decree entered in this cause on yesterday, and was argued by counsel, and the said report and deeds therewith submitted being unaccepted to, On consideration whereof. It is adjudged ordered and decreed that said report and deeds be confirmed, and the clerk of this will deliver said deeds to the clerk of the county court for recordation, and the cause is continued.

Joseph H. Ewing

207 { Dear Sir

At Mr. Neil's wife's
Entered Chas. O. B.
322. April 1st 1891.
O. Hyatt C.

Enter this
April 1st 1891
H. A. K. M.

Joseph H. Ewing

Plff

vs.

In Chancery

A B McNeil wife & others Defts

This cause came on again to be further heard on the papers ~~presented~~ read in the cause and the report of Comr. H. J. Morgan dated and filed in the cause March 1st 1891. Showing that the entire proceeds of the sale of the two tracts of land sold in this cause had been turned over by him to the plff J. H. Ewing admt. of Alvin Ewing decd. and was argued by counsel, and the said report being submitted to. On consideration of all which It is adjudged ordered and decreed that said Report be and the same is hereby confirmed and pursuant to the suggestion contained in said report. It is further adjudged that a deed of conveyance be made to H. B. Wood for the Davis tract of land sold in this cause containing 16.5 acres according to the metes and bounds as shown in the plat thereof filed in the cause marked (A6) reserving therein the vendors lien for the unpaid purchase money with covenants of Special warranty. And that a deed of conveyance be made to B. F. Kincaid the purchaser of the Smiths tract containing 14 acres according to a plat thereof filed in the cause marked (A13) with like covenants of Special warranty. And

Joseph H. Ewing

vs. 3 Decm 1894

A.B. McNeil original

Exhib. O.B. 318-19

Mr. 31st 1891.

Hyatt

Enter this
March 21st 1891

H. S. McNeil

Henry J. Morgan is appointed a Special Comr. to execute
said two deeds for which he shall be entitled to \$2.50
each payable by the vendor therein, and he will
report his action to the court & the cause is continued

And it is now further adjudged ordered and decreed that the same tract of land including that part heretofore claimed by Helen S Wood and the tract called the Becker farm, be partitioned as prayed for by the Pettr in his bill, among the heirs at law of Alex^r Ewing dead and to attain this end, I M. Barnickall, Ota H. Ward Luther Blumf Alexander Litten and Putnam Kinsler be appointed commissioners to make said Partition, and any three of them shall constitute a board for that purpose. Said commissioners will then proceed to take into consideration the conveniences and inconveniences connected with said land, the quantity and quality thereof the timber thereon, and the ^{ways} water and water privileges and upon this basis they will divided said lands into 14 equal parts as near as practicable upon the basis aforesaid, and two of these shares adjoining each other, they will assign to the heirs. Sineal & collateral of Stephen Ewing dead. Two of such shares in a body together they will assign Sarah E. Coffin. One such share they will assign the pettr. Joseph H. Ewing. One such share they will assign the 5 heirs at law of Meriwyn Thomas dead. One such share they will assign the 3 heirs of Calina Cox dead. One such share they will assign Rhoda M^r Neil wife of A. C. M^r Neil, and if they can do so without

prejudice to the rights of others, said bonds will lay
this share off to her, adjoining the land of her husband, A. B. McNeil.
One such share they will assign to Eliza Overton
wife of James Overton; and five such shares they
will assign to B. F. Kincaid - one in right of his
purchases from his brothers and sisters, one in right
of his purchase from J. S. Gibson wife, one in right
of his purchases from the heirs of R. S. Ewing dead, and
two such shares in right of his purchases from the heirs
of Letitia Barty dead. Said bonds may assign these
five shares in a body together to said Kincaid, if they
can do so without prejudice to the rights of the other
parties. And the Peff Joseph H. Ewing owning one
of said shares in his own right, and having in his
hands for sale four other such shares, said bonds
may ~~lay off~~ these five shares side by side in a body
together if they can do so without injury to others.
And said bonds will report their action to the
court. And H. J. Morgan the bond. who sold the
two small tracts of land in this cause for \$700. which
sales have been confirmed, and he having shown in his
report of such sale that he had not retained
any part of such sale as commission, on his
motion it is ordered that he turn over to the
peff J. H. Ewing widow of Alex. Ewing dead, the
notes taken by him for the purchase price of said
land, and the said J. H. Ewing will account for

Joseph H. Ewing
vs Z. Davis No 3
A. C. McNeil proffs

Ental Chcy of B.

pages 376-17
Decr. 15-1890

J. A. Hyatt

(A)

~~Received and Booked~~

Page 792

S. J. F. Richmond

9 10 1890

the same along with the other personal estate
of the said Alex^d Ewing dead. And said Morgan
will report his action to the court & the cause is
continued
To the Clk of the
Ct. Ct. of Lee C^d. Va

H. S. K. Morrison
Decr 10th 1890

Joseph H Ewing

vs.

Peff

In Chy.

A. C. McBride wife others

Defts

This cause came on again to be further heard on the papers
formerly read therein, and the report of Court H. J. Morgan dated
Decr 3rd and filed in the cause Decr 12 1889. showing that he had
sold the Davis and Sathers tracts of land in the bill mentioned
and was argued by counsel. and the said report of sale being
unaccepted to. On consideration whereof It is adjudged
ordered and decreed that said report of sale of said lands
be and the same is hereby confirmed, and on the motion
of the deft Helen S. Wood leave is granted her to file her answer
and the same was accordingly filed & the cause continued

Joseph H Ewing

no. { Decent No 2

At M. Kiln on the

Enter Chas O B
page 265
Hyatt C

Enter this
April 2 1890

H. S. K. M.

Joseph H. Ewing Pf

20. } In Sky
 A.C. McNeil wife and Daughters }

On Motion of Helen S. Wood who this day filed her petition in this cause sworn to according to law. It is ordered that the plaintiff do amend his bill as to make the said Helen S. Wood a defendant thereto. And it appearing from said Petition that a controversy will arise, as between the heirs of Alexander Ewing, and the said Helen S. Wood as to about 100 acres of the same tract of land in the bill mentioned, and that the same may continue some time before a final decision thereof may be reached, and that in the mean time said small tract of land should be rented out, ~~in order to shield the parties interested~~ their just dues. It is therefore adjudged ordered and decreed that said same tract of land in the bill mentioned be rented out ^{except that part claimed by said petitioner,} to the highest bidder ~~from said~~ until Nov. 1 1890. and such rent to become due and payable Nov 1st 1890 and Joseph H. Ewing is appointed a receiver in the cause to rent out the same for said period, and before doing so he is required to execute bond as such receiver before the clerk of this court with good security in the sum of \$1000— with condition to faithfully account for all such rents, and as the Davis and Southers tracts of land in the bill mentioned are not affected by said controversy, and as the Puffs seeks in his bill to sell these two small tracts of land in any event and it being conceded by all parties interested, that a sale of said two small tracts will promote the interest of all. It is therefore further adjudged ordered and decreed that said Davis tract of 130 or 140 acres and the Southers tract of 13 or 14 acres

be sold. the first on a credit of One and two years time, and
the second on One years time - with interest from day of sale
and the purchaser required to give bond with approved
security for the purchase price. Said sale shall be made
after 30 days notice showing time terms and place of sale,
and shall be made at public auction to the highest bidder
at the front door of the Court House of Lee County on some court
day, and Henry J. Morgan is appointed a Special Com.
to execute this decree of sale, who before doing so, is required
to execute bond with security before the clerk of this court in
the penalty of \$1500. with condition to account for all money
he may receive by virtue of this decree and said receiver
and Com. will report their action to the court and the
cause is continued

Joseph H. Ewing

100 } Decree No 1

A. C. McNeill original

Entered Chancery

Oct 13.

Entered this

Sept 5-1889.

W. H. M. M.

Page 3

Virginia

In vacation of the Circuit Court
of Lee County Virginia at Estillville
Scott County, the 10th day of Decr 10/1890.

Joseph H. Ewing

Plff 3

vs

3 De Chcy.

A. L. McNeil wife & others

Defts 3

#

And it is now further adjudged
ordered and decreed, that the home
tract of land, including that part
heretofore claimed by Helen S. Wood
and the tract called the cedar
farm, be partitioned as prayed
for by the Plaintiff, in his bill
among the heirs of Alexander Ewing
decd, and to attain this end L.
M. Carnicas, Ota H. Ward, Luther
Slemp, Alexander Litton^{and} Putman
Skinsen, be and are appointed Comm-
issioners to make said partition, and
any three of them shall constitute a board
for that purpose. Said Commissioners
will then proceed to take into consider-
ation, the conveniences & inconveniences
connected with said land, the quantity
and quality thereof, the timber thereon
and the ways, water and water priv-
ileges, and upon this basis, they will
divide said lands into 14 equal

parts as near as practicable,
on the basis aforesaid. And
two of these shares adjoining
each other they will assign to
the heirs lineal & Collaterals of
Stephen Ewing, dec'd;

Two of such shares in a body
together they will assign to
Sarah E. Coffin.

One such share they will
assign to the Plaintiff Joseph
Of Ewing. One such share
they will assign the 5 heirs
at Law of Minerva Thomas dec'd.

One such share they will
assign the 3 heirs of Leclina Cox
dec'd. One such share they will
assign Rhoda McKiel wife of
A. C. McKiel, and if they can
do so without prejudice to the
rights of others, said Commissionery
will lay off this share to her
adjoining the land of her
husband A. C. McKiel.

One such share they will
assign to Eliza Overton
wife of James Overton.
And five such shares they

Notice
will assign to B. F. Kincaid
One in right of his purchase
from his brother⁵ & Sisters,
One in right of his purchase
from J. S. Isile¹⁰ & wife,
One in right of his purchase
from the heirs of R. S. Ewing
decd, And two such shares
in the right of his purchase
from the heirs of Letitia² Beatty³
decd, Said Commissioners
may assign these five shares
in a body together to said
Kincaid, if they can do so
without prejudice to the
rights of others.

And the Plaintiff Joseph O. L.
Ewing owning one these shares
in his own right, and having
in his hands for sale four
other such shares, Said
Commissioners may lay off
these five shares in a body
together, if they can do so without
injury to others, and said Comrs
will report their action to the
Court. # # # # A Copy

Teste J. A. Hyatt C

Virginia Lee County to wit: -

L. M. Carnical Count Surv. this day personally appeared before me and made oath in due form that he would perform the duties assigned him in this decree to the best of his skill & ability. this Decr. 17th 1890.

J. A. Stewart clerk

Joseph H. Ewing
Cory G. G. G. G. G.

J. C. W. W. W. W. W.

Fee for copies 4.50
Affi 25
Receipts 18
\$4.93

Joseph H Ewing

Plaintiff

against-

A. C. McNeil et als Defendants

In chancery

By consent of parties this cause is made
a vacation cause, and the decree to be
entered therein in vacation is to be
as valid and binding as if rendered
in term.

John H. Cuning
vs { order
A. C. Merrill et al

Rec'd Chas. B.
315, Dec. 4th 1890

Enter
H. S. K. M.
Dec 4th 1890

Joseph H. Ewing
against-

Plff

In Chancery

A. C. Mcneil & wife et als.

Defts

On motion of Helen S Wood, who this day
filed her petition, sworn to according to
law, it is ordered that the plaintiff amend
his bill, making the said Helen S Wood
a defendant thereto.

Joseph H Ewing

vs { Order

A. B. Mcneil et als.

$$\begin{array}{r} 34 \\ 19 \\ \hline 53 \end{array}$$

$$\begin{array}{r} 26 \\ 19 \\ 23 \\ 19 \\ \hline 87 \end{array}$$

$$\begin{array}{r} 28 \\ 27 \\ 19 \\ \hline 74 \end{array}$$

$$\begin{array}{r} 87 \\ 74 \\ 28 \\ \hline 189 \\ 53 \\ \hline 242 \\ 27 \\ \hline 269 \end{array}$$

Virginia:

In the Supreme Court of Appeals, held at the Courthouse of Wythe

County, in the Town of Wytheville on Tuesday

the 25th day of July 1893:

Helen S. Wood

appellant

against

Joseph H. Ewing

appellee

Upon an appeal from a decree pronounced by the Circuit Court of Lee County in vacation on the 4th day of December, 1890.

This day came here the parties by their counsel, and it appearing to the court that the appellant has failed to give the appeal bond required herein within the time prescribed by law it is ordered that this cause be dismissed and stricken from the docket. And it is further ordered that the appellee pay to the appellant his costs by him ~~expended~~ about his defence in this behalf expended. which is ordered to be certified to the said Circuit Court of Lee County.

Attest:

Teste: Wm. C. Pendleton, C. J.

Appellee's costs \$20.00

Teste: Wm. C. Pendleton, C. J.

St. Clerk \$18.74 to July 93.
Munsey 1.84
In cont of appls 20.00
\$40.58

Wood

rep 2 copy of order

Quine

Entered on Chey Ord Book
Page 570 AB Munsey Clerk

1st
"

The depositions of James
Kinsler and others, taken
pursuant to an agreement,
at the Clerk's office of the circuit
court on the 1st day of
August 1890, which when
taken are to be read on
behalf of Helen Wood Deft
in the Chancery Cause of
Joseph H. Ewing vs A. L. Mc
Niel wife et al -

Present Attorneys for Plff & Defts.

The said James Kinsler a witness
of lawful age being duly sworn,
deposes and says.

I am acquainted with
the farm on which Helen
Wood now resides. I have
worked for her as a farm
hand on said farm, and
have rented land of her,
apart of said farm and paid
her rent, and she ^{has} paid me
for labor on said land, this
renting and work was about
5 years ago and before Alex
Ewing's death

On this farm, there was an old field having black berries on it, and I went to Alexander Ewing and asked him if I could pick some berries, he told me I would have to see Mrs. Helen Wood about the berries, I saw her and got her permission to gather the berries this was three years ago.

X examined

Are you in any wise related to Mrs. Wood?

Ans. Only by marriage, I married her grand daughter.

Ques. 2. How many acres of land did you have rented of Mrs. Wood the year of which you speak.

Ans. Fourteen acres.

Ques. 3. What kind of labor did you do for Mrs. Wood. That you were paid for?

Ans. Making Rails.

And further this withessault not.

James Kinzer

Benjamin W. Shupe an other
witness of lawful age being
duly sworn deposes and says.

Some 18 or 20 years ^{ago}, Mrs.
Helen Wood called on me, as
a carpenter, to do some work
for her on the house she
now lives in, I contracted with
and done work for her on said
house, made doors, laid floors
sided, put roof on and in
fact built the house except the
wall which was put up, Mrs.
Wood paid me for doing
said work, at that time
she claimed the house and
farm as her own I have
often heard her claim the
land and premises as her
own, Mrs Wood has been
living on this farm and at
this place ever since I was
a boy and I am now 42
years old, I live in the
neighborhood and it has
always been my understanding
that Mrs. Wood has occupied
and controlled this farm without

paying any rent, or compensation in any way for the use of said land.

X Examined

You say Mrs. Hood claimed the house & land on which she lived as her own, was this in the presence of Alex. Ewing?

Ans. I don't remember that this claim was ever mentioned in the presence of Mr. Ewing or not, but he was frequently there while the work was going on, building the house, but I know that what she said about this land was while she was in possession of the same.

Ques. 2. You say it was always your understanding that Mrs. Hood occupied this house and land without paying rent therefor, please state how you got this understanding.

Ans. I got it from Mrs. Hood and I think from Mr. Ewing himself and from the neighborhood generally.

Ques. 3. When you were doing the

work on Mrs. Hood's house was Mr. Ewing about frequently, if so did he or not make suggestions as to the work being done by you.

Ans He was frequently there, but I don't remember that he gave any directions about the work.

ques-4. Were Mrs. Hood and Mr. Ewing related to each other?

Ans Not as I know of.

ques-5. At the time you were doing the work on said house was not Mrs. Hood a married woman and had a living husband?

Ans. I cannot tell - I was informed she had a husband, he was not there and I can't say whether he was living or not.

ques-6. Did she ever afterwards marry?

Ans I suppose not.

ques 7. Did she afterwards have any children born to her?

Ans She did not.

And further this witness saith not.

W. Columbus Ely an other witness
of lawful age being duly sworn
deposes and says.

I have worked for Mrs.
Olelen Wood on the farm where
she now lives, I am well acqu-
ainted with the boundary of land
she claims, on one occasion I
went to cut rail timber for Mr.
Alexander Ewing and he dire-
cted me specially where to cut
rail timber for him so as not
to cut on a certain strip of
woodland on the land claimed
by Mrs. Wood, I also remember
that Mr. Alex. Ewing on an other
time in speaking of a man
by the name of Cheek cutting
wood for Mrs Wood on the
bluff on his land, he said
he did not want any wood
cut on his land by Mrs. Wood
and that he wanted her to
have wood cut on her
own land or side.

I have often heard Alexander
Ewing speak of the land claimed

by Mrs. Wood, as her fields, she would direct me to get stock out of her fields, when they happened to break over.

I was employed by Mrs Wood to assist in making rails to fence a certain field, which I understood she was having cleared by a man by the name of Davis - Mrs. Wood paid me for the work I done in making rails, I worked some in the clearing and was paid by Davis for said work.

As far back as I can remember Mrs. Wood has occupied this land, at any rate for the past 30 years, using it as a person would their own property.

I examined

ques. 1 Can you state positively that Mrs. Wood had exclusive control of said land for the time she has been living on it?

Ans. As far as I know she has.

ques. 2 How long since Mr. Clark was cutting the wood spoken of by you.

Ans. I cannot exactly state, but it has

been some four or five years so far as I can remember.

The clearing and rail making spoken of has been some 8 or 10 years ago, but I cannot recollect exactly where.

Ques. 3. At the ^{time} of the wood chopping spoken of by you, did Mrs. Hood own any other land than the land here in question?

Ans. Yes, I suppose she did, but if she did it did not adjoin the land on which she lived but was situated about a mile distant therefrom.

Ques. 4. In working for Mr. Ewing in his life time, did he ever send you to work on the land claimed by Mrs. Hood?

Ans. He did, and he paid me for said work, I with other hands have taken teams and chucked and hauled in corn and helped to thresh with machine on said land and some times he would pay me and some times Mrs. Wood would pay me, we also worked in this way on the lands of Harvey Wood. And further this witness saith, not.

with class
50¢

W. L. Ely

8ⁿ

Aug. 2ⁿ 1890

Met pursuant to adjournment, present Atty^s for Peff & left.

Jacob Thinsen a witness of lawful age being duly sworn deposes and says.

I have worked for the past 20 years, occasionally for Mrs. Helen Wood on the farm and premises where she now lives, building cribs, stables houses and farm labor, during this time she has been in the possession of the land she now claims, calling it her own land to me.

I was well acquainted with Alex. Ewing and have often heard him distinguishing this land as Mrs. Helen Wood's.

There was a certain fence that he cultivated to, and beyond that fence Mrs Wood cultivated Mr. Ewing called the land beyond that fence Mrs. Wood's, and I know the fact that Mrs. Wood had land cleared on said boundary.

put up fences and otherwise improved said land, and I never heard of her paying any rent for the use of said land.

X Examined.

Mrs. Wood before she moved on these premises lived at Alex.

Ewings in an adjoining house to where he lived, I cannot say that she was a married woman at that time, ^{if she was} her husband was not there with her; Mr. Ewing never had any land cleared on the boundary occupied by Mrs. Wood so far as I know.

Ques.

Was it ^{an} uncommon thing in the neighborhood of this land for the owner to lease out his lands a certain number of years in order to get them cleared and fenced?

The above question is objected to because, not relevant - nor pertinent to its issue - It is too general and does not relate to this land.

Dr. Riddleman

Ans.

It was not an uncommon thing for men to lease land, but I doubt

think Mr. Ewing ever leased
out any land.

Mr Ewing was not a man
that ever talked much about
his business, but I thought
the way he came and talked
about this land that he had
really deeded it to her, until
after his death.

Some 15 or 20 Years ago, and
after Mrs. Wood was in possession of
this land, Mr. Ewing had cultiv-
ated, a field of this land, in
question in corn and I hauled
said corn to Mr. Ewings house.

I do know that Mrs. Wood
never paid any rent on this
land. I don't know under
what contract ^{if any} Mr. Ewing
cultivated the field in corn
before mentioned, but Mr.
Ewing acted as if he had
leased it of her, he cleaned
it up and tended it, and then
never tended it any more, and
called it Mrs. Woods

Mrs. Wood as I have stated
never paid any rent, and how I

I know this, is that I assisted in gathering Alex. Ewings corn and Mrs. Woods, nearly every year for the past 20 years and no rent was ever paid, I would help put her corn in ~~the~~ her crib and she would pay me for it, Mrs. Wood so far as I remember always paid me for work done for her, but Mr. Ewing might have paid me for some work done for her, I cannot state that she did not pay said Ewing money rent, I know he did not get part of the crop,

I know that Mr. Ewing never pastured any stock on the lands claimed by Mrs. Wood

During these 20 years I have lived not over 1 or 2 miles from them, I lived with Mr. Ewing the most of the time.

Mr. Ewing frequently visited Mrs Woods house, often between 12 and 4 o'clock in the evening

Mr. Ewing occasionally rented out his own land for a part

13th

of the crops, but not after.
but he never that I know
of ever rented land from
other persons to cultivate himself.
Re-Examined.

During the long time you state that
you were in the service of Mr
Alexander Ewing, did you ever
hear him claim the land, or exer-
cise acts of ownership, over the part
claimed by Mrs Wood?

Ans. I never heard him claim it, or
exercise any acts of ownership
over it in any way.

but claim And further this deponent saith not
2 days \$1.00. Jacob ^{his} Kinser
mercy

Wm David an other witness being
duly sworn deposes and says.

I am well acquainted with
the land on which Mrs. Helen
Wood now lives and claims

I have done a great deal of
work for her on said land,
such as clearing land, helping
to build houses, fences &c and
was employed & paid by her for
said work, I have known

said land and thus worked on it for the past 22 or 23 years. during these years Mrs. Wood occupied, used, and controlled said land as if it had been her own, and in fact I thought she had a deed to it, she at one time hired me to clear about 11 acres thereof and paid me for it, and no one else had any thing to do with it.

On a certain occasion I heard Mr. Alex. Ewing say that he thought that Mrs. Wood was having her land plowed too wet, and remarked that he did not plow his land when it was too wet. I also heard Mr. Ewing say that he paid the tax on that land Mrs. Wood did not pay it.

X Examined

Ques. Do you know this land ^{claims of} by Mrs. and is it under fence?

Ans. I do not know exactly how much she does claim, but if she claims from the fence

Straight on through the woods
it is not all under fence;
I suppose that there is about 25 or
30 acres in woods of the land she
claims and not under fence.

Ques. 2. ~~Has~~ all the lands in question
is under fence, but so fenced
enclosed and occupied by Mrs.
Hood, for a period of two years
prior to Sept: 1st 1887.

Ans. It has.

Ques. 3. Did Mr. Ewing ever employ
you to ^{clear} ~~cultivate~~ any of land
now claimed by Mrs. Hood, &
if so when?

Ans. - He never employed me to clear
any, but he hired me by the
day to help clear off a piece
known as the 7 acre piece &
he paid me for it, this was
soon after the late war.

Ques. 4. Do you know of Mr. Ewing
ever taking from this land in
question any of its products.

Ans. The year after we cleaned up this
7 acres, Mr. Alex. Ewing tended
and gathered the crop therefrom
I supposed that as she had but

few hands that he got what was raised on it for cleaning it up afterwards she used and cultivated said land.

The latter part of this question which refers to ~~the~~ what the witness supposed about this clearing was objected to being put down here but Mrs. Hood's counsel insisted that the Court should put it down, so the plaintiff's object to this part of witnesses statement because his suppositions about any matter are not evidence.

+ E. H. Farmington

Ques. Did you ever know of Mr. Ewing to rent lands from others to have cultivated

Ans. I do not, if he did I don't know any thing about it. If he had done so I would likely have known of it, except the 7 acres spoken of and I don't know how he tended that

Ques. If you know, state whether Mr. Ewing frequently visited Mrs. Wood.?

Ans. I have seen him in passing at Mrs. Woods. when I was at work for Mrs. Wood he would frequently be there, stay awhile and go off again.

Ques. Is it a not a notorious fact or general understanding in the neighborhood that Mrs. Wood was the mother of two or three children, the father of whom was Mr. Ewing?

Ans. It is.

And further this witness saith not
1 day 50[¢] Wm. S. Davis
mark

W. Frank Smith an other witness of lawful age being duly sworn deposes and says.

I am well acquainted with Mrs. Helen Wood and the land she now occupies, I have known the farm and premises very well for the past 13 years. and I was well acquainted with Alex. Ewing. I have often heard him speak of

the land on which Mrs Wood resides as being her land, on one occasion I heard him say that Mrs Wood and her son Harve had as good land as he owned, but he could beat them raising ^{wheat} ~~corn~~ & use his old harrow.

On January before Alex. Ewing died in March following I had been to take Mrs Wood's daughter Carrie to school, and stopped at said Alexander Ewing's, and he stated that Mrs. Wood was not able to send Carrie to school, and keep up her fences &c, he stated that she was letting her farm go down.

During the entire time that I have known this land Mrs. Wood has used, controlled and managed it as her own, I never knew Alex. Ewing to exercise or claim any ownership of said land. On an other occasion I

heard Alex. Ewing say that Mrs. Wood was having her land plowed too wet. I also heard him say that Mrs. Wood had been having some timber cut over on his side and that he would like for her to have wood cut on her own land, the timber here spoken of had been cut by myself & Marion Chapier, it was cut for Mrs. Wood & myself, and I thought at the time it was on Mrs. Woods land, but did not, nor do I know now whose land it is.
& Examined.

Q. Are you in any way related to Mrs. Wood; if so what is the relationship?

Ans. I married her daughter
Did Mrs. Wood ^{own} any other land at the time you and Chapier were cutting wood of which you speak.

Ans. It was my understanding that she owned a piece of land on Trading Creek, about 2 miles from where she lived, where

her son Wm Wood lives.
wit claim And further this witness saith not.
2 days \$1.00 W. J. Smith

J. F. Gibson an other witness
of lawful age being duly sworn
deposes and says.

I have known the land and
premises on which Mrs. Wood
now lives for the past 22 or 23
years or ever since the late
war. Mrs Wood has lived
on, controlled used and
occupied said land as
her own during this time.
I reside near by said land.
X examined.

Can you state that the pos-
session of this land in question
by Mrs. Wood was not by
the consent, agreement or
contract of Mr. Ewing?

Ans I don't know how she held the
possession of said land. I never
heard of Mr. Ewing receiving
any rents from said land.

Ques. Did you ever hear Mr. Ewing

(21)

say anything about a certain row of Cedar trees standing along a certain fence by a house on the East side of the land claimed in this suit by Mrs. Hood. If so state what it was he said.²

Ans. I never heard him say anything about said Cedar trees as I now wit claim remember.

1 day 50 And further this witness saith not.

J. F. Gibson

Wm. R. Wood an other witness of lawful age being duly sworn deposes and says.

I am a son of Mrs Helen Wood, I am now about 44 years old, I was 11 years old when my mother moved on the farm that she now claims, where she now and has ever since resided, which I can describe as follows

Beginning on A. C. McKies line on the creek bluff, thence with the bluff South to the corner of 11 acre field cleared by Wm Davis, thence continuing

South, with the west side of
said field. Crossing the woodland
to the corner of a field known
as the 14 acre field, then running
with the fence on the west side
and including the 14 acre field
to a cross fence between her
and Alex Ewing's land, thence
East with said cross fence
to a fence of a field known
as a 12 acre field, and with
the fence of said 12 acre field
southward to the Lowell
public Road, thence with
said road Eastwardly
as it meanders to said Mc
Nels lines, and with his
lines to the beginning, this
is the boundary of land she
has occupied, used and
claimed as her own, since
she moved upon it, except
some portions which she
has only had in possession
about 19 years. a part of
this land she has had cleared
fenced, built houses, Stables &

Cribs & put other improvements on it, and during this time she has used said land in every way as her own paying no one any rent as I know of, nor has any one else taken any control thereof so far as I know.

X Examined

Ques. 1. When did Mrs. Wood live before she moved on these premises?

Ans. She lived in a house situated in Alex. Ewings Yard and connected by an entry with his house, I cannot state how long she lived there, I have been informed that I was born at that place -

Ques. 2. Was the Husband of Mrs. Wood dead at the time she moved on the premises here in dispute?

Ans. He was gone, I don't suppose he was dead, he left a short time before she moved where she ^{now} lives

Ques. 3. What was the financial condition of Mrs. Wood at the time she

24
Ques. I don't think she had much means, that is my recollection of it.

Ques 4. Was her financial condition better or worse at the time of Ewings death than at the time she moved on these premises?

Ans It was better.

Ques. 5- What was her vocation or business for making a living up to ~~time~~ she moved on this land.

Ans. Farming I suppose, by renting land.

Ques. 6. What loss did Mrs Hood sustain or incur by moving on this land?

Ans. I don't know that she lost anything.

Ques. 7 How ^{long} before Mrs. Hood moved on these premises was it that her husband had left her?

Ans A very short time, possibly not over two or three months.

Ques 8. Is the whole of the bounded by you above describe fence and enclosed by Mrs. Hood.

Ans It is not ~~xxx~~, I guess there is about

Wit claim 30 Acres not fenced.

2 days \$1.00 And further this witness saith not.

W. H. Wood

Harvey S. Wood an athen witness
of lawful age being duly sworn
deposes and says.

I am a son of Helen S. Wood, am
41 years old, I have heard read
over the deposition of Mrs. Wood,
and have heard his cross ex-
amination I agree with him
in his statements as to the
boundary, occupation, control
and claim to said land by my
mother and in all other things
except a few things of which he
speaks, which was before my
recollection. And in addi-
tion thereto on Thursday
before Mr Alex Ewing died
on the following Saturday
I heard him say, that Mrs.
Wood was spending all her
money on Bonnie her daughter
sending her to school, and that
she had better keep her fences
up, & that she was letting her

fences & farm go down. I was raised near by Mr. Ewing, on this land by my mother and Mr. Ewing never took any control of this farm nor did ~~she~~ exercise any rights of ownership over it, nor did she ever pay him any rent off of this land, but she did cultivate land on Mr. Ewing's farm and paid him rents therefor; Mr. Ewing would some times make suggestions to my Mother how to manage her farm, some times she would heed his advice and some times she would not, and he has often said so much to me and other neighbors,

In saying that he never had any thing to do with said land, I mean after my Mother came into possession of it.

X Examined

Ques. 1 After the death of Alexander

Ewing and the appointment of Joseph Ewing as Admr. did you not tell said Joseph in the house on said premises, when he ^{went} ~~came~~ to rent said land that your mother had the 14 acre field rented for that year from Alex Ewing?

This question is excepted to, - Because Mrs Wood was not present; and what the witness said could not affect her right. - Orr & Delancey

Ans I did not, but when Mr. Joseph Ewing came to rent out the land, my understanding is that he asked whether my mother had the 14 acre field, and I told him she had, I don't think he used the word rent in speaking of said field.

Ques. Please state if on said land and after said Alex. Ewing's death you did not propose to Joseph Ewing to buy his interest in this land in question, and

~~at the same time stating that your~~
~~mother had no claim to this land.~~
This question is also excepted to
because Mrs Wood was not pres-
ent and the witnesses statement
could not affect her right. The
question is not material to the
issue
Orr & P

Ans. I never did, but I proposed
to him to buy his interest in
the lands of Alex. Ewing dead
and asked him to give me
the refusal of it.

200
78
52
Ques. Did you not state on that
occasion referred to the next
question procuring this that
you would buy said Joseph's
interest in said land if you
could get it layed off to you
adjoining the lines of your land
and Alex Ewings land.?
This question is excepted to for the
reasons above stated.

Orr & P

Ans I might have said it, but I
cant remember that I did.

Ques. Please point out the things

in Mr. R. Woods statement that
were before my recollection.

Ans. - I don't remember the house
we lived in, before my mother
moved where she now lives,
nor do I recollect when her
widened husband left.

2 days 00 And further this witness saith not
H. B. Wood

Virginia

Lee County to wit,

J. J. Alstyatt Clerk of the
Circuit Court for County and
State aforesaid, do hereby
certify that the foregoing
depositions were taken
before ^{me} at the time and
place and for the purposes
mentioned in the caption
duly signed and sworn
to by the witnesses in due
form. Given under my hand
this Aug. 2, 1890.

J. J. Alstyatt ©

Helen S. Wood

ads ³/₃ Depo.

Joseph H. Ewing Jun

Filed Aug. 2nd 1890

J. A. Hyatt ©

40
36
40
50
18
784

Fees for Depo.

Hyatt. C. \$7.50

Witnesses 6.50

The depositions of John C. Ayers taken pursuant to an agreement between the parties, on the petition of Helen S. Wood filed in the Chancery Cause of Joseph H. Ewing, vs A. C. McBristow et al, now pending in Lee Circuit Court, which are intended to be read as evidence on behalf of said Helen S. Wood on her petition.

Present Attorneys for the parties
Said John C. Ayers being duly sworn deposes and says
X Some seven or eight years ago, (in watermelon time), I had a conversation with Alex. Ewing in which ^{he} said he had lotted or given to Mrs. Helen Wood a certain boundary on piece of land, and that he had done so many years back, but did not say how far back,

Soon after this I went to Mr. Ewing for some timber to build a corn Crib, he told me that I could not go on the land of Mrs. Wood, pointing it out to me, ^{again,}

X Examined by Plaintiff

Ques. 1 Do you live in the neighborhood of said land, & How long have you been acquainted with it, and what is its quality?

Ans I do live in the neighborhood of said land, and have lived on adjoining lands of this Ewing land for the past 9 years. I have known said land for the same length of time, it is a tolerably fair quality of land.

Ques. 2 What would be reasonable fair cash rental value of said land per year for the time you have known said land?

Ans I consider it as reasonably worth 120¢ per year.

Ques. 3 Have ^{or what} you the rents and profits of said land for 19 years pay for the building of the house in which Mrs. Shadd now lives, the out-houses, cribs, stables &c?

Ans I reckon it would.

Ques. 4 Were you or not a frequent

visitor of Mr. Alex. Ewing in
his life time &

Ans. I was at his house often.

And further this witness saith not.

wit claim
50¢

John L. ^{his} ~~mark~~ ^{Sygers}

The foregoing deposition was taken
before me, sworn to by the witness
in due form on the 19th Aug. 1890.

J. A. G. Syatt Canon

Helen S. Wood
on petition

vs. L. C. Ho.

Ewing & McKim

Filed Aug. 20th 1890

J. A. S. Hyatt clerk

Debit \$1.50
credit .50

27
25-
335-
134
16.75

The depositions of Thomas
Given & others taken, pursuant
to an agreement between the parties,
on the 9th day of August 1890,
at the Clerk's office of the circuit
court for Lee County, which when
taken are intended to be read
as evidence in favor of the
Defendant on a petition filed
by Helen S. Wood in the Chancery
Cause of Joseph H. Ewing et al
vs A. C. McKiel et al.

Present Attorneys for Plff & Defts
Thos. Given a witness of lawful
age being duly sworn deposes
and says.

I am acquainted of the land on
which Mrs Helen Wood now resides
here in question, and have lived
within 3 miles of the same for the
past 30 years, the house in which
she lives has been built 27 years at
least it was there before the late
war - Mrs. Wood lived in Alex.
Ewing's yard when I first knew
her, in the Spring of 1857.

I have frequently had conver-
sations with Mrs. Wood as to the

neglected that and
that she had none

land there in question, and since
the death of Alex. Ewing, about
a year or over ago, I had a con-
versation with said Helen S. Wood
in which she spoke to me and said
she supposed they would turn her
out, ~~as she had no papers for said~~
~~land, but further said she had~~
~~nothing it of said Alex. Ewing~~
for that year.

ques.

By Deffs - In this conversation
~~what~~ did you tell Mrs. Wood
what to do with said land for
that year under the circumstances.
The above question is excepted
to, because, what the witness
said to Mrs Wood is immaterial

A. L. Bridgman

Ans. I told her to make all out of
it she could as she might not
get it for no other year.

Verap Examined

During the thirty years you have
known the farm on which
Mrs Wood now lives, who oc-
cupied cultivated managed and
controlled it - To whom did
you understand it belonged?

Ans. I first understood that it went in the name of Alex. Ewing, but after Mrs. Wood had occupied it for some time it was my understanding that he had given it to Mrs. Wood, and it went in her name and I thought it was hers, it was always called Mrs. Woods land.

Re-examined. by self

How did you get your understanding that this land was Mrs. Woods.

Ans. Alexander Ewing, when I would be threshing with my machine, would say to me you ~~must~~ go up to Mrs. Wood and thresh there ~~next~~ and come back here for your dinner, as she is here helping us to cook.

Mrs. Wood always paid me the toll up at her home for all the threshing I done for her.

Ques. - 2 In making out lands for wheat in this neighborhood is it not usual for the owner to pay the toll?

The above question is excepted to because no renting is shown & what is generally shown is not germane to the issue.

Orr & Pilemore

Ans. It has always been customary for the renter to pay his part of toll and the land owner to pay his part of the toll.

ques. 3 Did not Mr. Davis live upon a portion of Mr. Ewings land a number of years. if so did you ever hear him (Ewing) speak of this, and in speaking of this, was it or not a fact that he spoke of this land as that of said Davis? This is also excepted to, because what Mr. Ewing said is not competent for the jury to prove and much more so is not proper to prove what he said about other lands or parties?

Orr & Pilemore
per seft

Ans. Mr. Davis did live on Mr. Ewings land, and in speaking of it

5-

Mr. Ewing would speak of it as up at Bill Davises, as he would up at Mrs. Woods. He would speak of the two places in the same way.

Re-Cross Examined.

Question Did or not you ever know Mr Davis to pay Mr Ewing any rent?

Ans. I did, Mr. Davis was well known and understood in the neighborhood as a tenant of Mr. Ewings.

Question Did or not you ever know of Mrs Wood paying Mr Ewing any rent?

Ans. I never did, I never ^{whether} knew she did or did not, but I did not suppose she did as she always paid me the toll on all ~~she~~ ~~raised on her land~~ the wheat and oats that I threshed for her.

And further this witness saith not.

Wit claim

Thos Grier

1 day 50¢

Thos. S. Ely an other witness of lawful age being duly sworn says. I am well acquainted with Helen S. Wood, I had a conversation

with her about 3 weeks after
the death of Alex Ewing, she
seemed to be greatly troubled
and was crying. She asked her
if she had a right to the land
and she answered she had not,
and that Ewings heirs were very
hard on her. She went on to say
that she had been a slave for
Mr. Ewing a long time. She
claimed in the same conversation
that the land was hers, and I
had always understood that the
land did belong to her and
it surprised me to learn, that
she had no title to the same.

I have known the land since
the 24th Aug. 1858, and Mrs Wood
has been living when she now
lives ever since that time, I
live within 2½ miles of said
witness land,

50th day And further this witness saith not
Thos. S. Ely

Chas. S. Hamblin a witness
of lawful age being duly sworn
says.

Wms. 1 By Plaintiff

Please state whether or not
you had a conversation with
Mrs. Wood after said Ewing's death,
concerning the land here in
question, and did she or not
in that conversation set up
any claim to the same.

Ans. I did have a conversation with
Mrs. Helen Wood after the death of Alex.
Ewing, on the day of the sale of his
personal property. She asked me to
call on her ^{on the next day which was Sunday}. She seemed to be very
much troubled, and on Sunday the
day following I did call on her
and had a conversation with her
concerning the affairs of Mr. Ewing
in which conversation she re-
marked that she believed she could
hold the land here in question
by possession, I then asked her
who had been paying the tax on
said land, and she answered
that Mr. Ewing had always paid
the taxes, that she had several
times proposed to pay the taxes,
when Mr. Ewing would always
say, it would make no difference
that he would pay it.

Verob Examination

How long have you known the land & premises in controversy - Who has lived upon occupied and cultivated them, and to whom did you understand them to belong?

The latter part of this question is objected to, because the understanding of witnesses is not evidence unless obtained from the proper source.

E. W. Farmington

Ans. I can not state the length of time I have known said land, or how long she has occupied it, but in the conversation before mentioned as had with her, she remarked that she had been in possession of said land for 40 years.

I have known said land at least since the late war and Mrs Wood has been occupying it since then, I can't say that I had any understanding as to whom said land belonged, all I knew of it was that she

9 lived on it.
wit claim And further this witness saith not.
50¢ v. Champ, & Hamble

The further taking of depositions in
this cause is continued until
Monday the 11th day of Aug. 1890.
J. A. Hyatt Clerk

Met pursuant to adjournment
at the Clerk's office of the circuit
court on the 11th Aug. 1890
pursuant to adjournment,
W. O. Winter a witness of
lawful age being duly sworn
says.

Ques. 1 by Piff's

Are you acquainted with the
lands on which Mrs. Hood's
now lives and to which she
seeks to set up title to in
this suit?

Ans. I am tolerably well acquainted with
it but don't exactly know the boundary
she claims only as I have heard, or
been told where she claims

Ques. 2 Is the whole of the boundary
that has been represented to you
as that claimed by Mrs. Hood

entirely enclosed by her
fencing, if not about how
much of this boundary is
unenclosed and what kind of
land is it?

Ans. It is not all enclosed as shown
me, there is a certain boundary
in woods which I learn she claims
which I suppose embraces about
15 Acres on one side, and on
the other end I suppose there
is about 4 acres in woods
not enclosed, as to the number
acres this is only guess work.

Ques. 3. ~~Is~~ ^{Is} this unenclosed land
connected to & with the other
lands of the said Alex. Auler
Ewing, and was^{he} at the time
of his death in the actual oc-
cupation ^{and possession of his} of any lands ~~lands~~
~~the~~ connected with this unin-
closed land here claimed by
Mrs. Haack.

Ans. The lands he occupied and lived on
at the time of his death adjoined the
woodlands above mentioned, he
gave me permission to burn coal
pits on lands adjoining this land.

L. Engummed

Ques by Defts Counsel - Was or not the coal
pits of which you speak on the
farm on which Mr. Ewing
lived at the time of his death?

Ans. I suppose it was, his land all lies in
a body together; the coal pits were
not on the boundary claimed by
wit claim Mrs. Wood.

1 day 50¢ And further this witness saith not

W. O. Winter

Virginia

Lee County to wit:

The foregoing depositions
were taken at the times
and places and for the pur-
poses mentioned in the
Caption, duly sworn to &
subscribed by the witnesses
before me in due form
Given under my hand
this Aug. 11th 1890

J. A. Hyatt
Clerk

Joseph H. Ewing
on petition
Depo.
Helen S. Wood

Filed Aug. 11th 1890.

J. A. Hyatt
Clerk

Court for Depo \$5.00
Witnesses 2.00
\$7.00

Joseph H Ewing

Peffer

AB. McNeil and Rhoda McNeil his wife, J. S. Gibson,
and Caroline Gibson his wife, James Overton and
Eliza Overton his wife, John G. Habel, Siggie Wood,
Catharine E. Meriman, Mary Kately Krumpholtz,
Beany, Narcissus J. Henry, John Thompson and
Margaret Thompson, John A. Beatty, Hugh Gibson
Amelia Gibson, Map Gibson, Margaret Gibson, and
Gibson, Coffin & Sarah E. Coffin his wife.

James G. Rose Virginia J. Rose Ewing Thomas, Isaac
J. Thomas, James Thomas, Edward Campbell, Sarah
Campbell, Sarah Cox, Alexander Cox, Jas Cox
Charles H. Ewing, John Ewing, Kate Letitia Kate

A. J. Whithead, Ellen Whithead, Wm. McBarren, Bathsheba
McBarren, B. F. Kincaid, L. B. Kincaid, John Kincaid
James Whaler, Mary Whaler, Timothy Thomas, Elizabeth Thomas
Lang, Sarah E. Lang, Alexander, Echols, Stephen H. Ewing, Hallie Echols.

Davis, Alice L. Davis, The Unknowns of Mary Traish and
Walter Traish, Sarah Traish, Spratt Adams Spratt.

— Jane Jennie Lee Charles Ewing, Rice
Sally Rice, Thomas Ewing, Wm Ewing, George Ewing
Stephen Ewing and John Ewing, Defts

I do swear according to my best information and belief
that the following named persons mentioned above as defendants
are now Residents of the State of Virginia - James Overton
Eliza Overton, John A. Beatty, - Coffin Sarah E. Coffin
James G. Rose Virginia J. Rose Ewing Thomas, Isaac Thomas
James Thomas, Edward Campbell, Sarah Campbell Sarah
Cox, Alexander Cox, James Cox, Charles H. Ewing - Kate
Letitia Kate John Ewing, A. J. Whithead Ellen Whithead

1 William M²² Melbourn Bathsheba Melbourn²³ John Kimball²⁴
 2 Timothy Thomas²⁵ Elizabeth Thomas²⁶ — Sarg, Sarah E Sarg²⁷
 3 Alexander E Echols²⁸ Stephen W Ewing³⁰ — Davis Alvin S Davis³¹
 4 The unknown heirs at law of Mary Troup and Walter Troup³³
 5 Susan Troup³⁵ — Spratt, Adrian Spratt³⁷ — Love, Junior³⁸
 6 Love, Charles Ewing⁴⁰ — Rice, Sally Rice⁴¹ Thomas Ewing⁴²
 7 Wm Ewing⁴⁴ George Ewing⁴⁵ Stephen Ewing⁴⁶ John Ewing⁴⁷
 8 Henry J Morgan

9 Sworn to before me by H Morgan
 10 Apr 25 1889 J. A. D. Hyatt c c

Joseph H Ewing

Affiant
 J. H. Ewing

AB McNeil original

Filed May 6th 1889
 J. A. D. Hyatt c

Joseph H. Ensign
vs

Plff

In Chancery

R. B. McNeil & wife et al. } Deft

Pursuant to an order of the Circuit Court of said County, dated 10th Dec 1890. We the undersigned Commissioners L. M. Caninecal, Ota H. Wager, Luther Shump, Alexander Litter and Putmore James, have partitioned the lands of Alexander Ensign dec'd according to the following Plat & Report. In making said partition, having first been duly sworn, we have tried to have due regard to quantity, quality, value & convenience, and have endeavored to make each share equal to $\frac{1}{4}$ of the whole and upon this basis we have laid off and assigned to B. F. Kincaid Lot No 3 which we believe equal in value to $\frac{3}{14}$ of the whole or equal to 3 shares. one such share by right of his purchase from the heirs of J. S. Ensign and two such shares by right of his purchase from the heirs of Letitia Beatty dec'd Lot No 3 is bounded as follows - Beginning at a large white oak on the North side of public road and corner to the Jones or Crabtree land thence with line of same N 29 $\frac{1}{2}$ E 11 poles to a white oak in a snag or sink S 81 E 33 $\frac{1}{2}$ poles to a double white oak & cedar thence leaving said line N 22 W 22 poles to a stake in said road N 68 $\frac{1}{2}$ E 33 poles with

and road to a stake corner to Lot No 4 thence leaving
road & with line of said Lot N 23 W 218 poles to a
stake at creek & with said S 82 W 17 1/2 poles S 23 W 6 po.
S 15 1/2 W 35 1/2 S 88 1/4 E 11 3/4 S 49 W 48 1/4 S 24 1/4 E 33 1/4 poles to a
stake opposite a dogwood on the west bank of creek
thence leaving creek & with original line S 49 W 70 1/2 poles
to the west original line and with same S 49 E 11 1/2 poles
to a white oak stump on the lower side of said road
N 7 1/4 W 24 poles to a stake & cedar S 83 3/4 E 36 1/2 poles to
the beginning Containing 135 acres more or less
and represented by fig A. B. E. C. D

We have also laid off and agreed
to the said B. F. Kincaid Lots No 4 & 15 by right
of his purchase from J. S. Gibson & wife and Lots
No 5 & 10 by his own right and by right of purchase
from his Brothers & sisters - Lot No 4 is bounded
as follows to wit beginning at a stake in road
corner to Lot 3 thence with said road N 68 1/2 E 10
poles N 46 1/2 E 14 poles to a stake corner to Lot No 5
and with line of said Lot N 23 W 210 poles to creek &
down the same as it meanders S 72 3/4 W 15 po. S 62 1/2 W
10 po to a stake corner to Lot No 3 with same S 23 E
210 poles to the beginning Containing 3 1/2 acres more
or less Fig B. G. F. E.

The metes & bounds of Lot No 15 is as follows. Beginning at
a double white-oak & cedar corner to Lot No 3 thence
with line of same N 22 W 2 1/2 p. N 68 1/2 W 20 poles to stake
corner to Lot No 16 & with line of same S 8 1/4 E 109 poles
to original line and with same S 66 W 24 poles to a creek
and blackwalnut Crabbies corner thence continuing
with original lines N 8 W 68 poles N 2 1/4 W 42 1/2 poles to the
beginning Containing 15 1/2 Acres A.C.D.E.

Fig Lot No 5 is bounded as follows
Beginning at a Cedar & thorn bush on said road thence
with same S 46 1/2 W 23 poles to a stake corner to Lot
No 4 and with same N 23 W 210 poles to a stake at creek &
with the same N 72 3/4 E 23 1/2 poles to a beech and dogwood
on the south bank corner to Lot No 6 & with same
same S 23 E 205 poles to the beginning Containing
30 acres more or less Fig A.H.I.F.

Lot No 10 is bounded as follows Beginning at a stake
in road & corner to Lot 15 thence with said road N 68 E
N 46 1/4 E 8 poles to a stake
22 1/2 poles to a stake corner to Lot No 17 and with line of
same S 44 1/2 E 109 poles to a stake in original south line and
with same S 66 W 37 poles to a stake corner to Lot No 15 & with
line of same N 8 1/4 W 109 poles to the beginning Containing
2 1/2 acres more or less Fig C.E.D.E.

We have laid off and surveyed to the heirs of

Minerva Thomas Lot No 6 & 17. Lot No 6 is bounded as follows Beginning at a black walnut, Cedar & stake on said road thence with road S $52\frac{3}{4}$ W $23\frac{1}{2}$ poles to a cedar & thorn bush corner to Lot 5 & with line of same N 23 W 205 poles to a beech & dogwood on creek & with the same N $72\frac{3}{4}$ E 39 to N $87\frac{1}{2}$ E $18\frac{1}{2}$ N $83\frac{3}{4}$ E 5 poles to a dogwood corner to Lot No 7 & with line of same S 23 E $18\frac{1}{2}$ poles to the beginning Containing 28 acres more or less Fig H, I, K.

The notes & bounds of Lot No 17 is as follows Beginning at a stake on road corner to Lot No 10 and with road N $46\frac{1}{2}$ E $22\frac{3}{4}$ poles to a stake corner to Lot 18 & with line thereof S $18\frac{3}{4}$ E 116 poles to south original line & with same S 66 W $33\frac{1}{2}$ poles to stake corner to Lot 10 & with line of same N $11\frac{1}{2}$ W 109 poles to the beginning Containing 12 acres more or less Fig e, g, f, d.

We have laid off and assigned to Eliza Overton wife of James Overton Lots No 7 & 18. The following are the notes & bounds of No 7. Beginning at a white oak on the south side of said road thence with the same S $52\frac{3}{4}$ W $22\frac{1}{2}$ poles to a stake black walnut & cedar corner to Lot No 6 and with line of same N 23 W $18\frac{1}{2}$ poles to a dogwood on the creek & with same N $83\frac{3}{4}$ E 12 N $35\frac{1}{2}$ E $13\frac{1}{4}$ poles to a stake corner to Lot No 8 & with line of same S 23 E $18\frac{1}{2}$ poles to the

beginning Containing 27 acres more or less. Fig

L. J. K. M.

Lot No 18 is bounded as follows Beginning at a stake in road corner to Lot No 17 thence with road $N 52\frac{3}{4}^{\circ} E 22\frac{1}{2}$ poles to corner of Lot No 19 & with line of same $S 21\frac{1}{2}^{\circ} E 119\frac{1}{2}$ poles to south original line & with same $S 66^{\circ} W 28\frac{1}{2}$ poles to a stake corner to Lot No 17 and with same $N 183\frac{1}{4}^{\circ} W 116$ poles to the beginning. Containing 19 acres more or less. Fig g i h f

We have laid off and assigned to the heirs of Celina Cox deid Lot No 8 & 19. The notes & bounds of No 8 is as follows Beginning at a whitewash on the south side of said road corner to Lot 7 & with road $N 52\frac{3}{4}^{\circ} E 22$ poles to a stake corner to No 9 and with line of same $N 23^{\circ} W 20$ poles to stake at creek & with the same $S 13\frac{1}{2}^{\circ} W 20$ poles $S 4\frac{3}{4}^{\circ} W 12$ $S 35\frac{1}{2}^{\circ} W 3$ poles corner to Lot No 7 & with line of same $S 23^{\circ} E 18\frac{1}{2}$ poles to the beginning. Containing 28 acres more or less. Fig L N. C. M

No 19 boundaries are as follows Beginning at a stake corner to Lot No 18 thence with road $N 52\frac{3}{4}^{\circ} E 20$ poles to corner Lot 20 & with line of same $S 26\frac{3}{4}^{\circ} E 129$ poles to stake on south original line & with same $S 66^{\circ} W 30$ poles to stake corner to No 18 & with same $N 21\frac{1}{2}^{\circ} W 119\frac{1}{2}$ poles to the beginning. Containing 19 acres more or less.

Fig I. K. J. h.

We have laid off and assigned to Sarah E. Coffman
 Lots No. 9 & 10 and No. 20 & 21 No. 9 is bounded as
 follows beginning at a stake in road corner to Lot No
 8 thence with road N 64 E 23 $\frac{1}{2}$ poles to stake corner
 to Lot No 10 & with line of same N 23 W 200 poles to stake
 at Creek & with same S 77 $\frac{3}{4}$ W 3 po. S 82 E 7 $\frac{1}{4}$ po. N 76 W 22 po. S
 15 $\frac{1}{2}$ W 2 po to stake corner to Lot No 8 & with line of same
 S 23 W 200 poles to the beginning Containing 28
 acres more or less - Fig N.P.Q.O

Lot No. 10 is bounded as follows Beginning at a
 stake corner to No 9 & with road N 64 E 23 $\frac{1}{2}$ poles
 to stake corner to No 11 & with line of same N 23 W 18 $\frac{1}{2}$
 poles to Creek and with same S 77 $\frac{3}{4}$ W 29 poles to stake
 corner to No 9 & with same S 23 E 200 poles to the
 beginning Containing 27 acres more or less
 Fig P.R.S.Q

No. 20 is bounded as follows Begin
 ning at a stake corner to Lot No 19 thence with road N 52 $\frac{3}{4}$
 E 2 poles to stake corner to No 21 & with line of same S 30 $\frac{1}{2}$ E
 12 $\frac{1}{2}$ poles to stake on the south original line & with same
 S 66 W 28 poles to stake corner to Lot 19 & with line of same
 N 26 $\frac{3}{4}$ W 124 poles to the beginning Containing 16 acres
 more or less Fig K.M.L.I

The notes & bound of Lot No
 21 are as follows Beginning at a stake in road cor
 ner to No 20 & with road N 52 $\frac{3}{4}$ E 19 $\frac{1}{4}$ poles to stake corner

28
 2
 128

to Lot No 22 & with line of same S $32\frac{3}{4}$ E 133 poles to stake
on the south original line & with same S 66 W 27 poles
to stake corner to Lot No 20 & with same N $30\frac{1}{2}$ W
129 1/2 poles to the beginning Containing 19 acres
more or less Fig. M. O. N. I

We have laid off and assigned to the heirs lineal
& Collateral of Stephen Emery deed Lots No 18
12 & No 22 & 23 Lot No 11 is bounded as fol-
lows Beginning at a stake in said road cor-
ner to Lot No 10 thence with road N 64 E $24\frac{3}{10}$ poles
to stake corner to Lot No 12 & with line of same
N 23 W 172 poles to a stake at Cook & with same
S $52\frac{1}{2}$ W 10 poles S $77\frac{3}{4}$ W 12 poles to stake corner to No 10 & with
line of same S 23 E 185 poles to the beginning Contain-
ing 26 acres more or less Fig. R. T. U. S.

The miles & bounds of No 22 is as follows Beginning
at a stake corner to Lot No 21 thence with road N 64 E 18
poles to stake corner to Lot No 23 & with line of same S
 $36\frac{1}{2}$ E 137 poles to a stake on the south original line
& with same S 66 W 27 poles to stake corner to No 21
& with same N $32\frac{3}{4}$ W 133 poles to the beginning Con-
taining 19 acres more or less Fig. O. Q. P. N

No 12 is bounded as follows Beginning at a stake in
road corner to Lot No 11 thence with road N 64 E

8½ poles N 18 E 19½ poles to a stake thence with
line of Lot N^o 13 N 23 W 177 poles to a stake in
Creek & with the same S 28 W 27 poles to a stake
Corner to Lot 11 & with same S 23 E 172 poles to the
beginning Containing 26 acres more or less
Fig T.V.W.U.

Lot N^o 23 is bounded as follows
Beginning at a stake corner to N^o 22 thence
with road N 64 E 1.0 poles to a stake Corner to
Lot N^o 2 and with line of same S 88½ E 140 poles
to a stake; original south line, & with same
S 66 W 25½ poles to stake Corner to Lot N^o 22
with line of same N 36½ W 137 poles to the
beginning Containing 19 acres more or less
Fig q.s.r.p

Lot N^o 12 has the privilege of
or a right of way to the water at spring on
Lot N^o 13, near the dwelling house, for the
use of family or household purposes but not
for the watering of stock.

We have laid off and assigned to Joseph H.
Cunning Lot N^o 13 & 2. Lot N^o 13 is bounded
as follows Beginning at a stake in a field
thence N 77 E 2 poles to a stake at the beginning
of a lane & with the same S 10½ E 66 poles to a stake
at the mouth of said lane thence continuing with road

S 1/8 W 2 poles to stake corner to Lot No 12 & with a line of
some N 2 3/4 W 17 poles to a stake at creek & with some
N 28 E 5 poles N 7 1/4 E 22 poles N 23 E 26 poles N 1 E 30 3/4 poles N 72 E 15 1/2
to a stake Corner to Lot No 14 & with a line of some
S 4 E 183 poles to the beginning Containing 34 acres
More or less Fig. x.v.w.y

Lot No 2 is bounded as follows Beginning at a stake
Corner to Lot No 23 Thence with road N 64 E 19 1/2 poles to
a stake Corner to Lot No 1 & with line of some S 41 E
142 poles to a stake on the south original line & with
some S 66 W 24 poles to stake Corner to Lot No 23 &
with a line thereof N 38 1/2 W 140 poles to the beginning
Containing 19 acres more or less Fig. s.u.v.

We have laid off and foreclosed
to Rhoda McMill wife of A. C. McMill Lots
No 14 & 1. The notes & bounds of No 14 are as fol-
lows. Beginning at a stake in a field near the
beginning of a low-said stake being the begin-
ning Corner of Lot No 13 Thence with road & with
the lines of Harvey Woods N 77 E 16 1/4 poles N 84 1/2 E
12 poles to a stake on said McMill line &
with the same N 4 W 110 poles to a beech on the
North side of creek Thence with creek as
it meanders S 36 1/2 W 20 1/2 poles S 52 1/4 W 19 1/4 poles S 72 W

2 poles Corner to Lot 13 & with line of some
S 23 E 183 poles to the beginning Containing 30
acres more or less Fig x, z & y.

The above Lot No 14 has the privilege or right
of way to the spring near house on Lot No 13
for family use or household purposes but
not for the use of stock

Lot No 1 is bounded as follows Beginning
at a white oak original Corner thence with origi-
nal line N 10 1/2 W 32 poles to a stake at the
mouth of a lane Corner to Lot No 13 thence
with road S 18 W 21 ⁶⁰/₁₀₀ poles to a stake ^{S 64 W 17 poles to a stake} Corner
to Lot No 2 & with line of some S 41 E 142
poles to stake on the original south line & with
some N 66 E 11 poles to a stake & pointers thence
with old line N 16 3/4 E 21 ⁴/₁₀ poles to a cedar Hickory
& walnut S 29 1/2 W 21 ⁷⁷/₁₀₀ poles to a white oak N 44 1/2 W
112 poles to the beginning Containing 79
acres more or less Fig V, u, t, v, w.

Note The measurements along road may not be given
exact. but the partition lines running from road
northward were obtained and should be obtained
by the following method - beginning at the south
end of lane before called for thence with the

middle thereof $S 10^{\circ} E$ 7 poles thence $S 61^{\circ} \frac{1}{2} W$
 the following distances NO 13 = $13 \frac{3}{10}$ poles NO 12 =
 $22 \frac{5}{10}$ po. NO 11 = $24 \frac{3}{10}$ po. NO 10 = $23 \frac{3}{10}$ po. NO 9 = $22 \frac{3}{10}$ po. NO 8 = $22 \frac{1}{10}$
 NO 7 = $22 \frac{1}{10}$ po. NO 6 = 23 po. NO 5 = $23 \frac{5}{10}$ NO 4 = $23 \frac{2}{10}$ - provided
 such distances do not interfere with the East lines of
 NO 7, 6, & 5 which have been fixed by marked
 corner trees - and should the above distances be not ex-
 act (As different chainmen make slight differences) then
 the above distance from East line of NO 7 should be
 divided proportionally according to the above num-
 bers - We have no reason to think the above measure-
 ments not exact in the field, as nearly as such work
 can be successfully done, but give the proper method
 to verify the same - This the 3rd Jan. 1891
 Respt submitted

L. M. Carmichael
 Ota H Ward
 Luther Slomp
 Alexander Litten
 Putman Kruser

Comm.

Bill of Cost
 L. M. Carmichael Surveying Platting Report & \$42.00 with ex \$12.00 by F. B. Kincaid
 Ota H. Ward 5 days \$2.00 per day 10.00
 Luther Slomp 4 " " " " 8.00
 Alexander Litten 5 " " " " 10.00
 Putman Kruser 5 " " " " 10.00
 W. O. Winter to Board 38 meals at 20 for meal 7.40
 \$87.40

Comm.

3-135-
 31 1/2
 30
 28
 27
 28
 28
 27
 26
 26
 34
 30
 450 1/2
 210
 260
 25-
 13
 75-
 25-
 3.25-

15 1/2
 22 1/2
 19
 19
 19
 21
 19
 19
 19
 19
 210

Joseph H. Cewing
 vs Comrs. Report
 A. C. McNeil wife et al
 Filed March 11/1891.
 J. A. S. Dyar
 Recorded Deed Book
 No 29 Page 493
S. V. F. Richardson
 cc 10

Comrs fees \$87.40

908

Joseph H. Ewing

vs.

Plff

vs. In Chancery

A. B. McNeil wife & others Defts

Received of H. J. Morgan Cash in the above styled case One note on B. F. Kincaid & Co. Kincaid dated Dec. 2 1889 with interest from date for \$100. and there is now due thereon the sum of One Hundred and Six dollars and 50 cents. And a note on H. G. Wood & Co. B. Murrey same date as above and interest from date for \$300. and there is now due thereon the sum of Three Hundred and Eighteen dollars and 75 cents. And said Morgan has also paid me in cash the sum of Three Hundred and eighteen dollars all which amount in the aggregate to (\$743.25) Seven Hundred and forty three dollars and 25 Given under my hand Dec. 17 1890

Joe. H. Ewing Admt. of
Alexander Ewing decd.

Joseph H. Ewing

vs.

Peoff

In Chy

A. C. McNeil wife & al Deft

To the Hon. H. Sk. Merion Judge of the
Circuit Court of Lee County Virginia:

Pursuant to your decree entered in said
cause on the 10th day of Decr. 1890 I as the court
who sold the two small tracts of land in this cause
for \$700. have turned over to J. H. Ewing as agent of
Alyd Ewing decd. the nett proceeds of ~~state~~ sale
of said land, and the same now amounts to
the sum of \$743.25 as will be seen by the receipt
of Mr. J. H. Ewing hereto attached.

The purchaser (H. G. Wood) of the larger of said two
tracts, on the second of Decr. 1890. the day it became
due, paid one half of the purchase price amounting
to \$318. and this money I turned over to said J. H. Ewing
and said Wood having paid one half the purchase
money. I think a deed of conveyance might be
made to him with propriety by retaining therein
the vendors lien for the unpaid purchase money.

B. F. Kincaid the purchaser of the small tract of
13 or 14 acres has paid in full the purchase price
he is therefore entitled to a deed of conveyance for the same.

Respectfully Submitted

Henry J. Morgan Court.

March 1 1891

J. H. Ewing

as } Cont. Report No. 2

A. C. McKil orig. & al

Filed March 11 1890

J. A. Hyatt

1 Joseph H. Ewing

Peff

vs.

In Chy

3 A. B. McNeil & wife & others Deft

4 To the Hon. H. S. K. Morison Judge of the Circuit
5 Court of Lee County Virginia;

6 Pursuant to your decree entered in this cause, on
7 the 31st day of March 1891. I have made executed and
8 acknowledged for record two deeds of conveyance which
9 are herewith filed for your inspection of record marked A.D. & A.E.

10 By the first of which I convey to B. F. Kincaid the 14 acre
11 tract of land purchased by him with covenants of Special
12 Warranty & this tract is known as the Southern tract.

13 By the second of which, I convey to Harvey G. Wood
14 the Davis tract of 165 acres with like covenants of Special
15 Warranty and in this I reserve to myself the right
16 to him for the unpaid purchase money

17 All which is respectfully submitted

18 Henry J. Morgan Special Court.

19 April 1st 1891

Joseph H Ewing

vs. } Can. Report No. 3 of Deeds

A G McNeil & Co

Filed April Term 1891

1 Joseph H Ewing } Peff
2 vs. } In Chy.

3 A.C. McNeil wife & others Defts.

4 To the Hon H.S.K. Merison Judge of the Circuit Court
5 of Lee County Virginia:

6 On Monday Dec. 2 1889 that being the first day of the
7 Circuit Court for Lee County, I as a Special Commissioner
8 proceeded to offer for sale to the highest bidder at Public Auction
9 at the front door of the Court house of said county, the two
10 tracts of land ordered to be sold by a decree entered in this
11 cause at the Sept Term of your Honor's Court for the year 1889.

12 One of these tracts is known as the Sauthers tract, and is referred
13 to in the bill as containing 13 acres, and the other is known
14 as the Davis tract, and is referred to in the Peffs bill as
15 containing 137 acres. And by a recent survey thereof, the
16 first is ascertained to contain 14 acres and the second 165 acres
17 and these recent surveys are herewith filed, the first marked
18 A.B. and the second (A.B.) and these plots were present at
19 the time said tracts were offered for sale and the quantity
20 of land which they show each tract contains was announced
21 by me to the bidders; These offerings were made on the
22 terms prescribed by the decree of Sept 1889, and I did not require
23 any thing to be paid in hand:

24 At this offering of said land for sale B.F. Kincaid bid
25 the price of \$100. for the Sauthers tract of 14 acres and H.S.
26 Wood, bid the price of \$600.00 for the Davis tract of 165 acres and
27 these were the highest and best bids offered for said tracts
28 respectively, and the said B.F. Kincaid thereupon became
29 the purchaser of the first at the price of \$100. and said Wood
30 became the purchaser of the second at the price of \$600.00, and
31 said Kincaid with C.H. Kincaid. as his security
32 thereupon executed to me as below their joint bond for \$100.

1 bearing interest from date, and payable in 12 Months, and
2 said H. G. Wood with A. B. Murrey as his surety executed
3 to me his two bonds for \$300. each bearing interest from date
4 and one of them payable in 12 Months & the other in two years.

5 The little tract purchased by McKincaid is well sold
6 and the other was bid off at a low price; a number of
7 the parties ^{however} interested were present, the sale was fair and
8 open, and I used the best effort I could to get a better price
9 for each, but failed to do so. The first I have no hesitation in
10 saying ought to be confirmed and I see no reason why the
11 second ought not also to be confirmed.

12 The Heirs to this estate are numerous, and as I have not
13 collected any commission on said sales, I desire to have the
14 privilege of turning these notes over to the admt. and let him
15 disburse the same which he can do without additional trouble
16 and by doing so save so many settlements and much other trouble.

17 Respectfully submitted

18 Henry J. Morgan Special Com.
19 Decr 3rd 1889.

Joseph H Ewing

Cont. Report Scotland
No. 1

A. C. McNeil wife & al

Filed ~~Dec~~ 12 1889.

J. A. B. Hyatt &

Joseph H. Ewing

Plff.

vs.

In Chy

A. G. McNeil wife & al

Defts

To the Hon H. S. H. Merison Judge of the Circuit Court
of Lee County Virginia

This suit was brought originally for the purpose of selling
or partitioning the lands of the late Alexander Ewing dead among
his heirs at law, and during the pendency of the suit, B. F. Kincaid
bought out the heirs therein to the extent of one half thereof or
 $\frac{7}{14}$ the thereof and has a constitutional contract for another $\frac{1}{14}$ of
thereof. Next for that of A. G. McNeil wife interest therein.

While these matters were going on the heirs of Stephen Ewing
dead who are entitled to $\frac{2}{14}$ of said land, and Sarah E. Coffin
who owns a like interest therein, and the heirs of Belina Bay dead
who own a $\frac{1}{14}$ of the therein authorized the undersigned to act
as their agent for the sale of their interest in said land, and the
undersigned owns $\frac{1}{14}$ interest therein in his own right, and thus
it will be seen that the subscriber has under his control $\frac{7}{14}$ of
of said real estate:

One Helen S. Wood now claims a part of the said Alexander
Ewing land, and the same is in litigation and the matter thereof
is pending in the Supreme Court of Appeals of the state:

The undersigned now begs leave to report and state that
he has sold and conveyed his own interest in said real estate
to Harrison E. Edlds and Peter F. Chance for the sum of \$800.00
one half of which was paid in cash, and the other half is to be
paid in 12 months time from the 16th day of May 1891 with
interest from that date. But if the said Helen S. Wood shall hold
the land now claimed by her then there is to be the sum of Two
Hundred dollars to be deducted out of said deferred payment
as of the said 16th day of May 1891.

Believing that he made a good sale for himself, the undersigned

1 acting as the agent of Stephen Ewings heirs, Mrs Coffin and
2 the heirs of Belina Cox, have sold their interests in said lands
3 to the same parties Eddis & Chance on the same terms as that
4 of his own, with this difference, that Stephen Ewings heirs are
5 to get \$1600.00 for their $\frac{2}{14}$ ths and Mrs Coffin the like sum, and
6 in the event that Mrs Wood holds the sum claimed by her then
7 is to be deducted out of each of said sums out of the deferred payment
8 Four Hundred dollars each ^{instead of \$200} and the first payment is not to be made until a title shall
9 be made to the said Eddis and Chance.

10 As before stated the undersigned has made his deed of conveyance
11 to said Eddis & Chance. Mrs Coffin has made her deed to them for
12 her $\frac{2}{14}$ ths. The Cox heirs have also made their deeds to ^{for them} $\frac{2}{14}$ ths
13 but the heirs of Stephen Ewing deed have not so conveyed their $\frac{2}{14}$ ths
14 and some of them as it is said are non compos mentis and cannot
15 make a valid deed of conveyance. And beside this the heirs of
16 said Stephen Ewing are quite numerous, being somewhere between
17 18 & 25 or 30 of them, and are scattered all over the southern and
18 western country, so that it is almost if not impossible to procure
19 deeds of conveyance from them.

20 Now the object in making this report, is to obtain a
21 Decree of your Honor in this cause, confirming and ratifying
22 the sale made by the undersigned of the interest of said Stephen
23 Ewings heirs to the said Eddis & Chance and he prays that
24 the said sale be confirmed and ^{that} a commissioner be appointed
25 to convey their interest to said Eddis & Chance.

26 Respectfully submitted!

27 Joseph H. Ewing
28 July 22 1891
29
30
31
32
33

Joseph H. Ewing

27 { Report of Sale of S. Ewing's

A. McNeil & Co.

Filed July 22 1891.

J. A. Hyatt & Co.

Joseph H. Ewing

vs.

Plff

vs. Defs

A. C. McNeil wife & al

To the Hon H. L. K. Merison Judge of the Circuit
Court of Lee County Virginia

As directed by your decree entered in this cause on
yesterday, I have written signed and acknowledged for
record a deed of conveyance by which I have conveyed to
Edels & Chance all the interest of the heirs of Stephen Ewing
dead in and to the real estate of the late Alex^r. Ewing dead,
with covenants of special warranty reserving therein the
vendors lien for the unpaid purchase money.

Respectfully Submitted

Henry J. Morgan Special Comr.

Sept the 3rd 1891.

Joseph H. Ewing

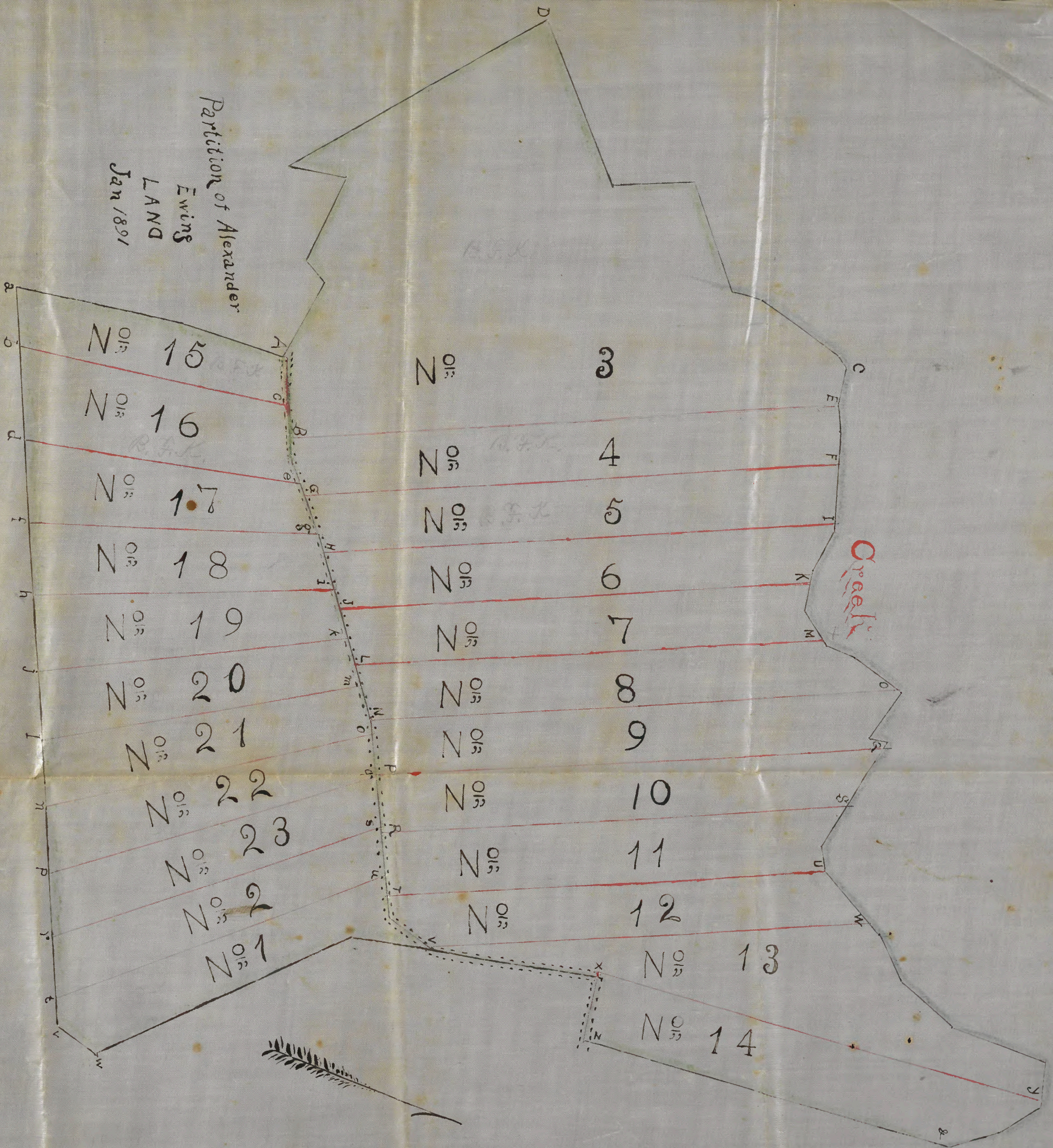
vs. } Bank-Report of Deed

A. C. McNeil or wife and

Filed Sept June 1891.

J. A. G. Hyatt

Partition of Alexander
Ewing's
LAND
Jan 1891



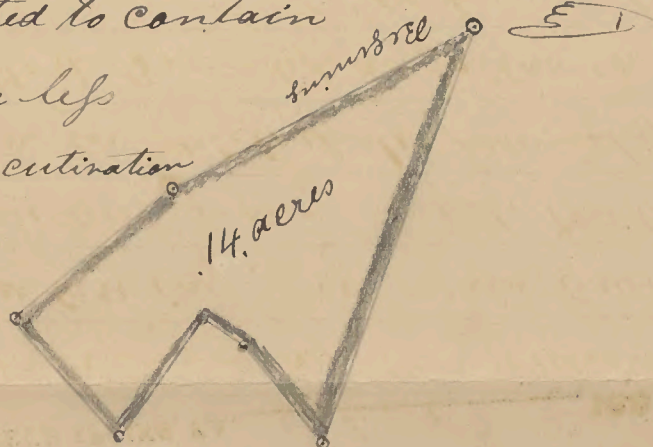
Office

J. M. Whitehead, M. D.,

PRACTICING PHYSICIAN & SURGEON,

BEECH SPRING, VA., Oct. 29th 1889.

This tract of land is known as the William Southers
Owned by Alexander Ewing Dec, said Ewing Bought
of said Southers & Southers from H. M. Hall. Eager
lying on Trading Creek in Whitesides Township about
8 miles west of Janesville & Bounded as follows, Beginning on
a small Black walnut & dogwood in the old Kincer line then
S. 28. E. 59 $\frac{1}{2}$. poles to a white oak on a bluff then S. 38 $\frac{1}{2}$ E. 34 $\frac{1}{2}$.
poles to a stake in a line of said Ewing and with his line. N.
49 E. 26. poles to the East side of Trading Creek to a stake in said
Ewings line and with the same N. 54. W. 24. poles, then N. 33.
E. 8. poles N. 53 E. 22. poles to stake then N. 68. W. 74. poles to
the Beginning. calculated to contain
14. acres the same more or less
this tract about half in cultivation
with a house & stable
the land very rich.

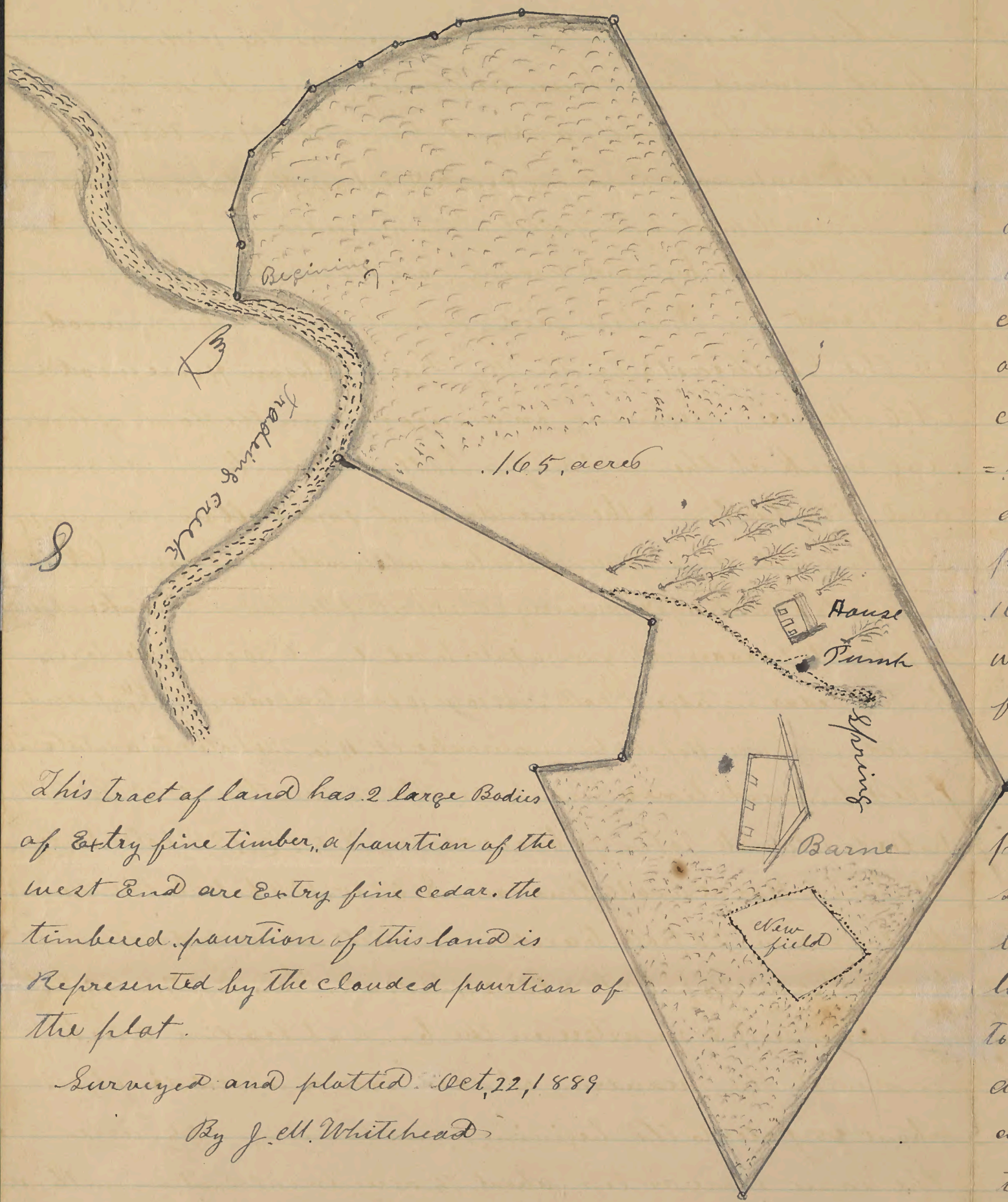


J. H. Ewing

as { Plot 14 acres Land
} Southern Tract.

A. C. McNeil & al

(A.B.)



This tract of land has 2 large Bodies of Extra fine timber, a portion of the west End are Extra fine cedar. the timbered portion of this land is Represented by the clouded portion of the plat.

Surveyed and plotted Oct. 22, 1889

By J. M. Whitehead

This tract of land is known as the William Davis tract - owned by Alexander Ewing, Decr. lying in Whiteshoals Township 6th N. of Janesville (on the west) on the waters of Trading Creek & Caney Hollow. Bounded on the Southwest by a parcel of land deeded to Frank Smith's wife, Margaret, by said Ewing, on the North west North & Northeast By B. H. Kincaid John Gibson & Harvey Wood, on the Southeast & south By Zac Gibson Harvey Wood & A. C. McNeil. Beginning on a sugar tree on the Bank of Trading Creek at the mouth of a hollow Frank Smith's corner and with his line & the meandrens of said hollow N. 88. W. 14 poles to a walnut. S. 73. W. 8 poles to a white walnut. N. 73 1/2 W. 16 poles to a Buckeye & mulberry N. 40. W. 12 poles to a white oak. N. 49 W. 12 poles to 2 cedars N. 25 W. 14 poles to red Elm N. 30 W. 10 poles to a forked cedar in Edge of path. N. 10 W. 10 poles to a cedar. N. 25 1/2 W. 6 poles to a cedar N. 6 W. 16 poles to a water oak. N. 4. E. 24 poles to a white oak B. H. Kincaid's line & Frank Smith's corner, then N. 62. E. 222 poles to white oak John Gibson's corner. S. 58. E. 125 poles to a stake in Harvey Wood's fence row. S. 63. W. 124 poles to A. C. McNeil line N. 5 W. 23 poles to a cedar McNeil's corner and with his line N. 19 W. 36 poles to a large white oak. then S. 27. W. 90 poles to a large Beech & sugar tree on the bank of trading Creek and with the meandring of said Creek a west direction about 85 poles to the beginning. Containing 165 acres The same more or less, about 75 acres in cultivation with a fine spring, orchard & Buildings as represented on the plat.

J. H. Ewing

as } Plot Davis Sand 165

AB McNeal out

(AB)

Virginia

In vacation of the Circuit Court of Lee County
at Estillville the day of 1890

Joseph S. Ewing

Peff

vs.

A B M. Milowife & al

Defts.

In Chancery

The parties to this suit at the September term of said court for the year 1890 having by mutual consent made this a vacation cause, the same therefore came on to be heard and determined by the Judge of the Circuit Court of Lee County in chambers at Estillville Scott County Va. on the day of Dec. 1890 on the bill and amended bill of the Peff, the Petition and answer of the defendant Helen S. Wood, and replication thereto the dispositions of sundry witnesses taken & filed in the cause, the written and oral arguments of counsel, On consideration of all which it appears to the court that under the law of the land and the facts of the case, that the defendant Helen S. Wood is entitled to the tract of land in her Petition and answer mentioned. It is therefore adjudged ordered and decreed that the defendant Helen S. Wood recover of the Peff and the other heirs at law of Asa Ewing decd. the tract of land in her petition and answer mentioned, and that she be quieted in the possession thereof, and that she recover against the plaintiff her costs. And I M. Carmichael O. H. Wood Luther Skemp Alexander Setton and Putnam Kiser are appointed Comrs. (any three of whom may act)

whose duty is made to lay out by proper notes and
bounds the tract of land so recovered by the deft Wood.

And it is further adjudged ordered and decreed
that the same tract of land outside of that part recovered
by Helen S. Wood, and the cedar farm. be partitioned
among the heirs at law of Alexander Ewing dead
and the commissioners before named are charged
with the duty of making such partition any three
of whom shall constitute a board for that purpose.

The said commissioners will take into consideration
the quantity and quality of the land. The timber thereon,
the water and water privileges connected therewith
and other conveniences and inconveniences, and
upon this basis they will divide said lands
into 14 equal parts as near as possible, and

And on the motion of the Pettr who feels himself aggrieved
by this decree, a suspension of the execution thereof
is suspended for sixty days upon his giving bond with
security in the sum of \$100. with condition to pay such
damages as may be occasioned by such suspension

(B).

The Commonwealth of Virginia,

To the Sheriff of Lee County, Greeting:

The command that you cause Joseph H. Ewing to have possession of the lands lying and being in the county of Lee and State of Va., being a part of the farm known as the home tract of Alex Ewing, and described as follows to wit:- Beginning on the A. C. McNeil's line on the creek bluff thence with the bluff south to the corner of 11 acres field cleared by J^m Down, thence continuing south, with the west side of said field crossing the woodland to the corner of ~~the~~ a field known as 14 acres field to a cross fence between her and Alex Ewing's land, thence East with said cross fence to a field known as a 120. field and with the fence of said 120. field Southward to a ~~the~~ Nagwell Public Road thence with said road Eastwardly as it meanders to said McNeil's line and with his line to the beginning, and containing about 100 acres -; Which the said Joseph H. Ewing, take in our circuit court of Lee County has recovered against ~~said~~ Helen S. Wood, whereof the said Helen S. Wood is convicted or appears of record.

The also command you of the goods and chattels of said Helen

S. Hood you come to be made
 the sum of ~~Forty~~ ²⁸/₁₀₀ ~~one~~
 dollar which to the said Joseph
 Riving in the same court were ad-
 judged for his costs by him about his
 suite in that behalf expended, whereof
 the said Helen S. Hood is also convict-
 as appears ^{to us} of record; and have you
 here executed this writ make known

H.C. 18.74 to the court at rule to be held on the
 M.C. 184 1st Monday in Nov. 1893, at such hour
 as 20.00 then and then this writ.

\$40.28
 3.74
 36.84

Witness, A.B. Munsey clerk of our
 said court house this 16th day of
 Oct 1893 - and in the 118 year of the
 Commonwealth. A.B. Munsey clerk

Received of J. M. Weston, Deft
 \$ (220) twenty dollars, costs et-
 cetera in Court of Appeals, etc.
 in the within case. This

Nov. 10, 1893.

E.W.R. Ewing,
 Atty. for J.H. Ewing
 Adm.

Entered by action
 of the prison
 and the property to
 E.W.R. Ewing for
 Joseph H. Ewing and
 J.F. Thincord, and
 by collecting costs
 as within directed.
 This 30th day Oct. 93.
 J.H. Weston Deft. for
 E.W. Ewing

Joseph Ewing
 Atty. for J.H. Ewing
 Adm.

Received of J. M. Weston \$45.00 in
 full of my fees in this case \$3.74
 thereof being returned Nov. 10 1893
 Received of Joseph M. Weston one dollar and
 eighty cents in full of all fees and
 costs thereof being received from 10th 1893
 A.B. Munsey clerk

281.53
 9.24
 290.77
 145.385

Rancho Copeta Duval Co Texas
August 17 1890

Mr Jos H Ewing /
Caney Hollow Va (Dear Sir & Friend &
yours of 4 came to han on 15 and we were
about ready to start out to our Ranch
therefore delay'd writing tell the present
in regard to Sarah's intrest in that Estate
She has made you her acting Agent
and what you do will be Satisfactory
with her, She Sais She has confidence
in you and what you do will give
her Satisfaction, She will depend on
you a long to act as Agent for her
you fill out the deed and forward it
to us at Bangrete Texas and we will
signe it and remail it to you,
all as well, no news of intrest, dry
and hot, Stock doing fine on Ranch
grass moderately good plenty water in wells
Sarah Sais She will write to Mrs Ewing when
she gets home, yours Truly B. A. Bennett

KNOW ALL MEN BY THESE PRESENTS, That we

Joseph H. Ewing
and Henry J. Morgan
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *one thousand*

dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *12th* day of *September*, one thousand eight hundred and *Eighty nine*

The Condition of The Above Obligation is Such, That if the above bound *Joseph H. Ewing* shall faithfully perform the duties of *his* office or trust, as *Receiver*

under a decree of the Circuit Court of the County of Lee, pronounced on the

5th day of *Sept*, 18*89*, in the suit therein depending under the name and style of *Joseph H. Ewing* Plaintiff vs. *A. L. McKiel wife et al* Defendant &

and properly account for all sums of money *he* may receive as such *Receiver for the rents of land &c*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

J. H. Ewing (SEAL.)
Henry J. Morgan (SEAL.)
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day *Henry J. Morgan* surety on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that *he has and owns* estate after the payment of all *his* just debts, and those for which *he is* bound as security for others, and expect to have to pay *is* worth the sum of *Ten thousand* dollars.

Given under my hand this *12th* day of *September* 18*89*.

Teste: *J. A. G. Hyatt* Clerk.

Joseph H. Ewing
vs Receiver
vs Bond

A. C. McNeil & Co.

Filed Sept. 12th 1889

J. A. Hyatt & Co.

Stephen S. 1 ⁴ Alford Ewing - Long Sarah E Long - Davis Alice Davis } 1/11 of 2/14
Ewing Alexander E Echols & Stephen W. Ewing

2 Mary Ewing - 5 Hens of Mary Trape - Unknown } 3/11 of 2/14

3 Susan Ewing married Walter Trape } 1/11 of 2/14

4 James Ewing - Spratt, Adrian Spratt - Love, Jennie Love } 1/11 of 2/14

5 Charles Ewing - Dr Charles Ewing } 1/11 of 2/14

6 Sallie Ewing married Rice } 1/11 of 2/14

7 Thomas Ewing } 1/11 of 2/14

8 Wm Ewing } 1/11 of 2/14

9 George Ewing } 1/11 of 2/14

10 Stephen Ewing } 1/11 of 2/14

11 John Ewing } 1/11 of 2/14

Sarah Ewing dead. 1 child. Coffin Sarah E. Coffin 2/14

Lettitia Beatty 7. Children } Woodruffe Mary wife, Thompson wife } 1/7 of 2/14
Mrs Harman Mrs Havelly John A Beatty }
Hugh, Amelia, Mabel, BURGANT } 1/7 of 2/14

Minerva Thomas Dead. 5 Children. Rose wife, Campbell wife Ewing } 1/14
Thomas Isaac Thomas, James Thomas }

Calvin Bax Dead 3 children Sarah, Alexander James Bax - 1/14

RS Ewing Dead. 5 children B. H. Ewing, Jane Ewing, Nave wife, Whithead } 1/14
wife and Melba wife }

Batholaba Kincaid Dead, 5 children B. F. Kincaid, B. H. Kincaid, John Kincaid } 1/14
Whitler wife & Thomas wife }

1	✓ Jas Overton wife	1/14
2	A. B. McKel wife	1/14
3	✓ J. S. Gibson wife	1/14
4	Joseph H Ewing	1/14
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Statement of his & their interest

Return in ten days to

J. O. Gibson & Co.,

—DEALERS IN—

Dry Goods, Fancy Goods and General

Merchandise.

1st Clothing a Specialty. ~~For~~

Jonesville, Va.

Virginia.

B. F. Kincaid Bro & B. F. Kincaid

J. S. Gibson &

R. S. Ewing &

Lettie Bealy &

Deed from

James M. Cox his wife Lettie Bealy

1 Messel's Shells

Montana Territory

B. A. Bennett & Sarah J.

2 Bennett his wife

Banquete

Lexas

William Alexander Cox

3 & Mollie his wife

Lexas

Sarah E. Coffin
Oakland
Cal.

to P. F. Chance &
H. E. Eds.

And S. S. Ewins
hires —

Virginia:

At Rules held in the clerk's office of
the Circuit Court for Lee County,
on the first Monday in May 1889.

Joseph H. Ewing,

Plaintiff

vs.

In Chancery.

A. L. McNeil & wife, et al, Defendants

The object of this suit is to have
a partition, sale and distribution of
the real and personal Estate owned
by Alexander Ewing at the time of
his death among those entitled
thereto. And it appearing from
an affidavit filed in said cause
that the defendants James Overton,
Eliza Overton, John A. Beaty, — Coffin,
Sarah E. Coffin, James C. Rose, Virginia J. Rose
Ewing Thomas, Isaac Thomas, James Thomas
Edward Campbell, Sarah Campbell, Sarah Cox
Alexander Cox, James Cox, Charles H. Ewing — Nave
Lettitia Nave, John Ewing, A. S. Whitehead, Ellen
Whitehead, Wm. Milbourn, Bathsheba Milbourn, John
Kincaid, Timothy Thomas, Elizabeth Thomas, — Long, Sarah
E. Long, Alex. E. Echols, Stephen W. Ewing, — Davis, Alice L.
Davis, The Unknown heirs at law of Mary Troup decd,
Walter Troup, Susan Troup — Spratt, Adrian Spratt
— Love, Jennie Love, Charles Ewing, — Rice, Sally Rice
Thomas Ewing, Wm. Ewing, Geo. Ewing, Stephen Ewing, and
John Ewing are non residents of this State: It is
therefore ordered that they appear here within
15 days after due publication of this order and do
what may be necessary to protect their interest
in this suit.

H. J. Morgan P. R.

A Copy sent J. A. & Hyatt & Co

Verano Minors Administrator of Elizabeth
Thomas deced

To the creditors and distributees of said Elizabeth Thomas

Joseph H. Evening

vs Order of Prob

A. G. McRibetor

I certify that I
delivered an office
copy of this order
to the Republican for
publications May 6th
1889, and posted
a like copy thereof
at the front door of
Lee County Court house
door on the first day
of July County Court
for 1889, J. A. G. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we

Henry J. Morgan
and J. A. Hyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

Fifteen Hundred

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated

of *September*, one thousand eight hundred and *Eighty nine*

The Condition of The Above Obligation is Such, That if the above bound *Henry*
J. Morgan shall faithfully perform the duties of *his* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *5th*
day of *September*, 1889, in the suit therein depending
under the name and style of *Joseph H. Ewing* Plaintiff
vs. *A. C. McKel & wife et al* Defendant

and properly account for all sums of money *he* may receive as
such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
presence of

Henry J. Morgan (SEAL.)
J. A. Hyatt (SEAL.)
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

J. A. Hyatt
surety on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit
Court of the County of Lee, that *J. A. Hyatt* has
estate after the payment of all *his* just debts, and those
for which *he is* bound as security for others, and expect to have
to pay *is* worth the sum of

Five Thousand dollars.

Given under my hand this *12th* day of *Sept* 1889.

Teste: *J. A. Hyatt* Clerk.

Joseph D. Leving
vs. Court Bond

A. C. McNeiroff et al

Filed Sept 12 1884

J. A. Hyatt

57
The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*A. C. McNeil, Rhoda McNeil, B. S. Gibson, Cardina
Gibson, Jas. Overton, Eliza Overton, John L. Ward, Virginia Ward, Catherine E. Herriman, Mary Ward, H. J.
Young, Virginia J. Young, John Thompson, Margaret Thompson, John A. Beatty, Hugh Ewing, Anahie Gibson,
Moss Gibson, Benjamin Gibson, Gibson, S. S. Coffin, Jas. C. Rice, Virginia Rice, William Thomas,
Isaac Thomas, Ed. Campbell, Sarah Campbell, Sarah Cook, Abs. Cook, James Cook, Chas. W. Ewing, John
Ewing, Nave, Letitia Nave, A. S. Martin, A. C. Allen, Whitehead, Wm. McHenry, Ratchel Whitehead,
B. J. Kincaid, Chas. H. Kincaid, John Kincaid, Jas. White, Mary White, Jane White, Thomas E. Thomas, Song,
S. E. Long, A. C. Echols, S. W. Ewing, Davis, A. S. Davis, the unknown heirs of Mary Thompson, Walter
S. Troup, Spratt, Adrian Spratt, Love, Jennie Love, Chas. Ewing, Rice, Sally Rice, Thomas Ewing,
Wm. Ewing, Geo. Ewing, Stephen Ewing and John Ewing*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in June next, being rule day to answer a bill in Chancery exhibited in our said Court
against them by

by

Joseph H. Ewing

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 29 day of April 1889, in the 11³ year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

J. A. G. Hyatt

97 M
Joseph H. Ewing

vs Spain & Co

A. C. McNeil & wife et al

To 1st June Rules 1889

• We accept legal
service of this within
Spa. May 1889

Sizzie S. Wood
J. G. Wood

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Helen S. Wood

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *March* next, being rule day to answer ^{original and amended} a bill in Chancery exhibited in our said Court
against *her* by *Joseph H. Ewing*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *18th* day of *February* 1890, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

W. J. M.

Joseph H. Ewing
3 Spoken in
as 3 on original and
3 amended Bills
Helen S. Wood

Do 1st March 1890

Executed by delivering
to Helen S. Wood
an office copy of the
within sum

Feb 28 the 1890

C. H. Lincoln & S
for H. B. Munnery.
S. L. C.

The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

We Command You to Summon *A. C. McNeil, Rhoda McNeil, & S. Gibson*

*Caroline Gibson, Jas. Overton, Eliza Overton, John C. Wood, Lizzie Wood, Catherine E. Meriman, Mary Hauley,
H. J. Yeary, Narcissus J. Yeary, John Thompson, Margaret Thompson, John S. Beatty, Hugh Gibson, Amelia D. Gibson,
Moss Gibson, Burgan Gibson, — Gibson, — Coffin, S. E. Coffin, Jas. G. Rose, Virginia Rose, Thos. Thomas,
Isaac Thomas, Jas. Thomas, Ed. Campbell, Sarah Campbell, Sarah Cox, Alex. Cox, Jas. Cox,
Chas. H. Ewing, John Ewing, — Nave, Letitia Nave, A. L. Whitehead, Ellen Whitehead, Wm. Milburn,
Bathsheba Milburn, B. F. Kincaid, Chas. H. Kincaid, John Kincaid, Jas. Wheeler, Mary Wheeler,
Timothy Thomas, E. Thomas, — Long, S. E. Long, A. E. Echols, S. W. Ewing, — Davis, A. L. Davis, The Unknown
Heirs of Mary Cough, decd, Wm. Cough, P. Spratt, — Spratt, A. Spratt, — Love, J. Love, C. Ewing, — Rice,
Sally Rice, Thos. Ewing, Wm. Ewing, Geo. Ewing, Stephen Ewing and John Ewing.*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *June* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by

Joseph H. Ewing

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *29th* day of *April* 1887, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

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187
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8619

H. J. M.

Joseph H. Ewing
vs *3* Spa in Chey

A. C. McNeil wife et al

Lo 1st June Rules 1889

Entered May 30
1889 by delivering
office copies of the
within to A. C. McNeil,
Rhoda McNeil, & S.

Gibson, Caroline Gibson,
C. E. Merriman, Mary
Havely, John Thompson

Mag. Thompson, H. J. Gray,
H. J. Gray, Hugh Gibson

B. F. Kincaid, C. H. Kincaid
Jas Whelan, Mary Whelan

E. S. Bishop dep
for R. D. Flanagan

S. L. C.

VIRGINIA: At Rules held in the
Clerk's Office of the Circuit Court for
Lee County, on the first Monday in May
1889.

Joseph H. Ewing Plff.

vs.

A. C. McNiel & wife et al Defts.

} In Ch'y.

The object of this suit is to have a partition, sale and distribution of the real and personal estate owned by Alexander Ewing at the time of his death among those entitled thereto. And it appearing from an affidavit filed in said cause that the defendants James Overton, Eliza Overton, John A. Beaty, — Coffin, Sarah E. Coffin, James G. Rose, Virginia J. Rose, Ewing Thomas, Isaac Thomas, James Thomas Edward Campbell, Sarah Campbell, Sarah Cox, Alexander Cox, Charles H. Ewing, — Nave, Letitia Nave, John Ewing, A. S. Whitehead, Ellen Whitehead, Wm. Milbourn, Bathsheba Milbourn, John Kincaid, Timothy Thomas, Elizabeth Thomas, — Long, Sarah E. Long, Alex. E. Echols, Stephen W. Ewing, — Davis, Alice L. Davis, The unknown heirs at law of Mary Troup dec'd. Walter Troup, Susan Troup, — Spratt, Andrew Spratt, — Love, Jennie Love, Charles Ewing, — Rice, Sally Rice, Thomas Ewing, Wm. Ewing, Geo. Ewing, Stephen Ewing and John Ewing are non residents of this State. It is therefore ordered that they appear here within 15 days after due publication of this order and do what may be necessary to protect their interest in this suit.

A copy—Teste:

J. A. G. HYATT, C. C.

H. J. MORGAN, P. Q.

43 4w

I, Geo. W. Blaukenship, publisher of the Lee Co.
Republican, a newspaper published in the town
of Jonesville, County of Lee, do certify that the
foregoing order of publication was duly published
in the above named paper for four
successive weeks ending May 30, 1889.

Geo. W. Blaukenship, pub.
Lee Co. Republican.

Joseph H. Ewing.
vs 3 Pub. Certificate
A. G. McNeil et al

Filed June 5th 1889.
J. A. G. Hyatt cc